



State of Minnesota

Cost Proposal for On-line Fire Reporting System

Prepared by: Rosanna Roedder
ImageTrend, Inc.
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www.ImageTrend.com



Appendix F – Costs

	Pricing
1. Detail all costs involved with startup and various cost options for incorporating the various modules as a part of the initial application.	Section 1 below details System licensure and implementation costs (i.e. setup, pilot program, meetings, training)
2. How much will the various optional modules cost local fire departments?	Please review Section 2 below.
3. List any other costs associated with this application.	Section 3 - Recurring annual support and hosting \$37,200 / year

SECTION 1				Year 1
Software License Costs				Support
	Cost	Units	Price	16%
State Resale Bridge License Includes:	\$ 130,000.00	1	\$130,000.00	\$20,800.00
NHRS data aggregation				
Online NHRS Incent form				
Security Module				
Service administration/ documents				
Knowledgebase				
QA/QI				
Reports				
LIMS Integrated Module				
Staff Management				
NHRS Data Port				
HR/Mat				
System License Total			\$130,000.00	\$20,800.00
Section 1				
Implementation Costs				
Installation and Setup	\$ 10,000.00	1	\$ 10,000.00	
Efficient Monitoring/Testing	\$ 5,000.00	1	\$ 5,000.00	
Planning and Kickoff meetings	\$ 5,000.00	1	\$ 5,000.00	
Hosting on ImageTrend/HIPAA Secure Servers			\$ -	
Yearly Hosting Cost (\$1800 per month x 12)	\$ 18,000.00	1	\$ 18,000.00	
Quarterly Employee/Registered Backups (\$200/ 4)			\$ -	
Training and Support during Implementation (30 hours)	\$ 10,000.00	1	\$ 10,000.00	
Allowance for Out of Scope Customization and State Specific Requests		TBD	\$ -	
Total			\$ 48,000.00	\$20,800.00

Total: \$178,000.00
Annual support: \$20,800.00
First Year Investment: \$197,200.00

Cont # 40134

July 28, 2008

Dan Duffy
MN Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Transmittal Letter

Dear Mr. Duffy,

In accordance with the requirements of the State of Minnesota RFP for an On-line Fire Reporting System, ImageTrend, Inc. is pleased to submit the following Proposal Response for your consideration and review. Any notices regarding this RFP may be sent to the below address and/or fax number.

ImageTrend's proposed system, Rescue Bridge, will provide a combined Web-based data collection solution for both EMS and NFIRS fire incident data to the requirements listed and will be the repository for this information. Enhancing the Rescue Bridge's capability to be configurable and customizable, its open architecture supports the easy add-on of multiple optional modules and integrations. Optional modules can be added to the system at any time as the needs of the state grow and evolve. ImageTrend can create custom integrations for importing and exporting data through the Rescue Bridge system, in addition to several optional integrations that have already been implemented. Not only are our products flexible, but our services, including training and implementation, are customized to work with the needs of the State.

This response fully covers all technical and pricing aspects regarding this request, including several optional considerations based upon our experience with other implementations in other states and services. The business processes related to a successful implementation such as an implementation and training plan are discussed as well as staff responsibilities and task assignments. ImageTrend's web applications are designed to support the W3C web accessibility compliance guidelines, since this standard is supported by most end-user accessibility tools.

If awarded the contract, Mike McBrady, Rosanna Roedder and Michael Patock are ImageTrend's key personnel who would be working closely with the State of Minnesota as Contract and Project Managers. ImageTrend's personnel take great pride in working with our clients to give them the best services and products available. This Contract activity is authorized by ImageTrend's corporate bylaws. Please refer to *Appendix C – Vendor Profile Questionnaire* under Corporate Experience and References and *Appendix D – Support, Maintenance, & Troubleshooting* for more detailed information regarding ImageTrend's business history, future business direction and references with project descriptions, support and maintenance.

ImageTrend accepts the terms and conditions of the State of Minnesota RFP. No attempt has been made or will be made to induce any other person or firm to submit or not submit a proposal. ImageTrend assumes all responsibility for the completion and quality of all services provided. ImageTrend does not discriminate in its employment practices with regard to race, color, creed, religion, age, marital status, national origin, sex, sexual orientation, political beliefs, and mental or physical disability and has an approved Affirmative Action plan by the Department of Civil Rights. There are no known conflicts of interest with respect to the State of Minnesota or its agencies. ImageTrend understands that all correspondence related to this RFP shall become part of the contract supporting documentation for

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 **IMAGETREND** INC.

services. ImageTrend will not assign any part of its interest in the Contract without prior written consent of the State.

This is a fixed price proposal and all aspects thereof shall remain valid for a period of 180 days. The pricing has been arrived at independently without consultation, communication or agreement for the purpose of restricting competition. As a product based offering ImageTrend uses standard pricing policies and ensures that all clients are subject to the same rates.

As President of ImageTrend, I am an officer of the corporation and have the authority to submit this proposal. I am authorized to make decisions as to the prices quoted in the cost response and have not participated and will not participate in any action contrary to those stated above. I am available at your discretion for any questions, along with Rosanna Roedder, the preparer of this response.

Sincerely,


Michael J. McBrady
mmcbrady@imagetrend.com

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 **IMAGETREND** INC.



State of Minnesota

Request for Proposal for On-line Fire Reporting System

Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
651.201.2449

Due July 29, 2008 at 3:00 p.m.

Prepared by: Rosanna Roedder
ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
952-469-1589
rroedder@imagetrend.com
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Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.651.201.2449
Fax: 651.297.3996

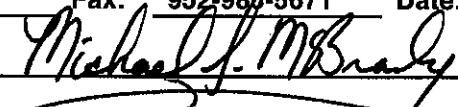
**REQUEST FOR PROPOSAL
(RFP)**

TITLE: On-Line Fire Reporting System
DUE DATE: July 29, 200 at 3:00 P.M. Central Time
TIME: 3:00 P.M. CENTRAL TIME, USA
PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155
CONTACT: DAN DUFFY
Acquisition Management Specialist
Dan.duffy@state.mn.us
PHONE: 651.201.2449
FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution through September 30, 2010 with the option to renew up to 36 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: ImageTrend, Inc. **Vendor E-Mail:** mmcbrady@imagetrend.com
Address: 20855 Kensington Blvd. Lakeville, MN 55044
Phone: 952-469-1589 **Fax:** 952-988-5671 **Date:** 7/28/2008
Authorized Signature: 
Typed name of signer: Michael J. McBrady **Title:** President

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: Rosanna Roedder

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Executive Summary

ImageTrend, Inc. is pleased to present this proposal in accordance with the requirements of the State of Minnesota RFP for the On-line Fire Reporting System. The goal of procuring the best state-of-the-art Fire and EMS data collection and management system that incorporates both the NFIRS and NHTSA (NEMSIS Gold) data sets in support of collecting and reporting for both fire and pre-hospital incidents can best be accomplished with ImageTrend's offering. Not only does this system provide data handling, but also it has extensive tools for turning this data into valuable and discernable information with its data analysis and reporting capabilities. Additional modules for staff scheduling, planning, training and inspections are in place to enhance the efficiency of fire reporting.

ImageTrend's emergency data management systems have been in operation since 2001 and have a history of collecting millions of EMS incidents. During this time the States of Minnesota, Nebraska, Missouri, Georgia, New Hampshire, Maine, Wisconsin, Washington, New Mexico, Idaho, Michigan, Massachusetts, Kansas, Oregon, Vermont, Oklahoma and Alaska as well as many services and individual users have provided us invaluable information for product refinement and expansion. This has resulted in a solution that not only collects data, but also provides further features for electronic streamlined field data collection to eliminate redundancies and save time.

These systems combined have collected over 8,000,000 incidents via online run forms, data imports from disparate and legacy systems and from ImageTrend field collection systems. Thousands of satisfied users from hundreds of emergency services and all levels of the emergency user community will attest to the ease of use and responsiveness of the award-winning Emergency Data Systems.

Based on the success of ImageTrend's EMS products and the requests of our clients, ImageTrend developed the **Rescue Bridge**, the combined fire/EMS reporting system. ImageTrend's **Rescue Bridge** is an advanced and comprehensive fire and EMS solution that accommodates enhanced information aggregation and exchange in a paperless environment. This secure Web-based system provides for complete and accurate incident reporting with staff and equipment management from anywhere at any time. Administrative efficiencies are available for statewide, regional or local levels.

The **Rescue Bridge** provides functionality for collecting and analyzing EMS and fire data, as well as additional modules for staff training records, location information, hydrant information and inspections. The advanced Report Writer allows access to hundreds of standard pre-created reports as well as the ability to create custom one-time reports as needed.

ImageTrend's expertise in Web applications and database solutions for many industries has been the groundwork for this dynamic system. This secure system conforms to HIPAA regulations through secure logins, hierarchical based password administration, audit trails and site monitoring and encompasses data validation checks at all levels.

The system's DataPort allows for data exchange with other software packages, systems and agencies via a variety of standards such as XML, ODBC and formatted data file. The Rescue Bridge will also give the user query and export tools to retrieve data to be sent to other government entities. Additionally, these reporting and query tools will provide the user a way to analyze the data for statistical purposes. The "service view", in further detail, allows for services to securely view, analyze and run reports on their specific data.

Our experience provides a basis of reference to ensure an implementation process that is attainable in the allocated time and within budget. ImageTrend's products and services, whether our premium hosting option or our project management, support and training will ensure a successful implementation meeting the State of Minnesota's goals.

This response details system specifications, implementation and training and includes user and administration manuals that include many screen shots to provide further insight into this system. We would be pleased to present you with an on-site, personalized presentation of the **Rescue Bridge** for complete product understanding and to demonstrate ImageTrend's commitment to the whole emergency community.

This response covers the **Rescue Bridge** product features and our implementation expertise; however we would be remiss not to mention that ImageTrend's successes are predicated on the valued partnerships with our customers. These are communicative, responsive and intimate joint ventures. We would be proud to enter into such a relationship with the State of Minnesota.

Appendix A – Required Functions

Appendix A - Required Function is a pass/fail section.

	Function	Compliant	Supporting Explanation
1.	A web based, on-line fire incident reporting application	✓	The proposed solution, ImageTrend's Rescue Bridge, is a web-based, on-line fire/EMS incident reporting application. The State of Minnesota may also elect to have just the fire incident reporting portion of the application.
2.	The application will be hosted and maintained by the selected vendor.	✓	ImageTrend's hosting facilities incorporate industry leading infrastructure, application security and excellent technical support for our hosted solutions.
3.	Be available 24X7 with the exception of periodic pre-scheduled maintenance windows	✓	<p>ImageTrend's Support Team is available 24/7 at support@imagetrend.com as well as Monday through Friday from 8:30 am to 5:30 pm CST at: Toll Free: 888.469.1589 Phone: 952.469.1589</p> <p>ImageTrend will provide ongoing support for one year (or as long as contracted) after installation for the customer. This includes continued attention to product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.</p>
4.	Works with both types of computers - PCs and Macs	✓	The Rescue Bridge works on both types of computers – PCs and Macs – although PCs are recommended.
5.	Work with various operating systems (Windows 98, 2000, XP, Vista, etc.)	✓	ImageTrend's solutions work on Windows 98 operating system and higher, including Windows 2000, XP and Vista.
6.	Work with various Web browsers (Internet Explorer, Firefox, Safari, Netscape, etc.)	✓	ImageTrend's solutions work with the most common and updated Web browsers.
7.	Work with various types of connections (dial-up, broadband, wireless, satellite, etc.)	✓	As long as there is an Internet connection, users can log in to the Rescue Bridge.
8.	Must be relatively easy to use and include "user-friendly" features such as drop-down menus	✓	ImageTrend engaged in a collaborative effort with the Dakota County Consortium to further enhance our Rescue Bridge, including making the system relatively easy to use. The Rescue Bridge is very "user-friendly" and does include drop-down menus.
9.	Must be able to process 200,000 to 300,000 transactions per year without system conflicts or response degradation.	✓	ImageTrend's system can easily accommodate this number of transactions without degradation.

10.	Must comply with the National Fire Incident Reporting System 5.0 (NFIRS) specifications. These can be found at: http://www.nfirs.fema.gov/documentation/design/	✓	The system is NEMSIS Gold and NFIRS 5.0 compliant and fully equipped to serve the needs of fire departments in gathering, analyzing and reporting incident and exposure data.
11.	Provide modules as options to the base application. (i.e. Offer additional features such as personnel/payroll, inventory, training records, inspections, pre-fire planning, investigation modules, or data-mining). The State Fire Marshal Division will determine the modules that will be a part of the base system based on overall cost of the features. Additional modules would be made available for local fire departments for purchase.	✓	Below are some of ImageTrend's optional modules that the State may be interested in. Please refer to the Optional Modules in the Scope of Work section for descriptions. <ul style="list-style-type: none"> • Fire Inspections (Field Client) • Field Bridge • Staff Scheduler • Quality Management • Online EMS Certification • Visual Informatics
12.	Must be compatible with the Minnesota emergency medical reporting system (also known as MNSTAR) for those fire departments that also provide EMS responses. EMS services reported through this application will be automatically be transferred to the MNSTAR Application. These specifications can be found at: http://www.emsrb.state.mn.us/emsdata.asp	✓	ImageTrend's Rescue Bridge allows for the collection of EMS and fire data and can easily be integrated with MNSTAR, which is also an ImageTrend solution.
13.	The application is capable of importing data from commercially available software as long as that data complies with NFIRS 5.0 specifications.	✓	The system's DataPort supports a standard NFIRS 5.0 compliant data import or export. Third party vendors that need assistance in creating an appropriate file or need mapping assistance may contact ImageTrend for a GAP analysis and proposed Statement of Work.
14.	Incorporate various layers of role based access (i.e. the department completing their report would have the ability to modify it later; one department could not modify another department's data, etc.).	✓	User security is strictly enforced to only allow users to report and view information that they have rights to.
15.	The vendor would need to follow state of the art security measures to protect the data against malicious intrusion.	✓	ImageTrend's expertise in Web applications and database solutions for many industries has been the groundwork for this dynamic system. This secure system conforms to HIPAA regulations through secure logins, hierarchical based password administration, audit trails and site monitoring and encompasses data validation checks at all levels Secure logins ensure data protection and control access to information on a need-to-know basis. These are implemented throughout the application with the use of hierarchical security access features, which provide the environment for controlling the access necessary to provide data protection and include security breach notifications and audit trails.
16.	The vendor would need to provide redundant data storage and back-up protection features.	✓	ImageTrend's server hardware is configured to prevent data loss due to hardware failure and incorporate redundant data backup to ensure a quick recovery from any hardware related problems. ImageTrend's facilities incorporate

			industry leading infrastructure, application security and excellent technical support for our hosted solutions.
17.	The application must have extensive reporting capabilities for the State and Local jurisdictions.	✓	The Rescue Bridge will also give the user query and export tools to retrieve data to be sent to other government entities. Additionally, these reporting and query tools will provide the user a way to analyze the data for statistical purposes. The "service view", in further detail, allows for services to securely view, analyze and run reports on their specific data.

Appendix B - Website Testing Criteria

ImageTrend would be pleased to present you with an on-site, personalized presentation or website training via phone of the Rescue Bridge for complete product understanding and to demonstrate ImageTrend's commitment to the whole emergency community. We would also be more than happy to provide you a URL for testing of the ImageTrend Rescue Bridge following the presentation.

Appendix C – Vendor Profile Questionnaire

Profile	Explain
General History	
1. How many years has the company been in business?	ImageTrend has been in business since 1998.
2. How many years has this version of the product been on the market?	ImageTrend's Rescue Bridge was added to ImageTrend's solutions in 2006. Version 3.8 was released in Q2 2008.
3. How many years has this product line (name/model) been on the market?	The Rescue Bridge, ImageTrend's EMS/Fire system, was added to ImageTrend's solutions in 2006.
4. Which other jurisdictions are using this product? Provide contact information for three jurisdictions that are using your product.	Please refer to our references below.
5. References. Can you provide at least two names of organizations in the local/state/federal government who are customers?	Please refer to our references below.
6. Where is the account rep assigned to our account located?	ImageTrend's corporate office is located in Lakeville, MN, where the account rep for your account works.
7. If you were awarded the contract, how many account reps would you have in Minnesota?	ImageTrend would have 2 account reps located at the corporate office in Lakeville, MN.
Structure and Practice	
8. What is the long term vision/future for this product?	The Rescue Bridge is designed with an open architecture to allow for the addition of functional modules as they become available without the need for system redesign. Further enhancements will be in advanced reporting, geo-mapping, and requests have been made to support billing functions as more and more areas see a need for this. ImageTrend works closely with the user community to address changing needs and provide system enhancements.
9. Are there any substantial changes planned which involve this product?	Staff scheduling, inventory and pre-plan are currently being enhanced further.

Corporate Experience

ImageTrend Inc. is pleased to present this proposal in accordance with the requirements of the State of Minnesota RFP for. The goal of procuring the on-line fire reporting system can best be accomplished with ImageTrend's offering. This user-intuitive and dynamic EMS/ Fire system, the **Rescue Bridge**, provides a secure method of collecting pre-hospital and fire data, extracting existing data, and exporting or sharing data with other agencies and applications. Not only does this system provide data handling, but it has extensive tools for turning this data into valuable and discernable information with its data analysis tools that have extensive reporting and geographical display capabilities.

ImageTrend's EMS systems have been in operation since 2001 and have a history of collecting millions of incidents. During this time the States of Minnesota, Nebraska, Missouri, New Hampshire, Maine, Georgia, Wisconsin, Washington, New Mexico, Idaho, Michigan, Massachusetts, Alaska, Oklahoma, Kansas, Vermont, and Oregon, as well as the many services and individual users have provided us invaluable information for product refinement and expansion. Some of these large service groups are Warren County, Dakota County, Advocates for Good Samaritan Hospital and Columbus Regional Hospital. In 2006 the addition of fire incident reporting was added to our systems and in 2007 ImageTrend engaged in a collaborative effort with the Dakota County Consortium to further enhance our Rescue Bridge. Based upon their experience with ImageTrend's systems and support for EMS this group sought this further development, since they wanted one system for both EMS and Fire reporting.

Some of the highly valued features of the EMS/Fire reporting system are:

- Web-based centralization for data aggregation and reporting on all EMS/Fire incidents
- NEMSIS and NFIRS standards-based data sets
- Online and mobile run forms
- Data entry shortcuts for ease of use
- Comprehensive reporting with standard and ad hoc reports following security constraints

We have an extensive list of satisfied customers representing 18 statewide EMS systems, 5 statewide trauma systems, Fire and EMS systems in 5 states, and multiple systems with CAD and billing integrations with a variety of disparate systems. These end-to-end solutions provide both the automation and optimization of electronic data through elimination of redundant data entry and behind the scenes workflow and processing.

Our experience provides a basis of reference to ensure an implementation process that is attainable in the allocated time and within budget. ImageTrend's products and services, whether our premium hosting option or our project management, support and training will ensure a successful implementation meeting the State of Minnesota's goals.

Most significant, however, is the partnership that ImageTrend establishes with its customers. These are communicative, responsive and intimate joint ventures. We would be proud to enter into such a relationship with the State of Minnesota. ImageTrend has maintained a 100% customer retention rate for our Emergency Data Systems.

We would be pleased to present you with an on-site, personalized presentation of the EMS/Fire Bridge for complete product understanding and to demonstrate ImageTrend's commitment to the whole emergency community.

References

ImageTrend's EDS systems have maintained a 100% customer retention rate. We have an extensive list of satisfied customers representing:

- 5 Statewide Trauma Bridge systems
Public facing pages are not available on these systems, but these systems are seamlessly integrated with our EMS State Bridge Systems.
 - Minnesota (MNTrauma)
 - Nebraska (Nebraska Trauma)
 - Indiana (Indiana Trauma Bridge)
 - Missouri (MOSstorm)
 - Alaska (Alaska Trauma)
- 4 Statewide Resource Bridge Systems
The following are links to the public facing pages of the systems. For administrative access, please contact ImageTrend for a personalized demonstration.
 - Minnesota (MNTRAC) <http://www.mntrac.org>
 - Wisconsin (WITRAC) <http://www.witrac.org>
 - Nebraska (Nebraska Resources) <http://www.nebhospital.com>
 - Alaska (Alaska Resources)
- 18 Statewide EMS pre-hospital data warehouses

The following are links to the public facing pages of the systems. For administrative access, please contact ImageTrend for a personalized demonstration.

- Minnesota (MNSTAR) <http://mnstar.emsrb.state.mn.us/>
- Nebraska (e-NARSIS) <http://www.nebems.com/>
- Missouri (MARS) <http://emsweb1.dhss.mo.gov/MARS>
- New Hampshire (TEMSIS) <http://www.nhtemis.org/>
- Georgia (GEMSIS) <https://gemsis.dhr.state.ga.us/>
- Maine (MEMSRR) <http://www.memsrr.org>
- Wisconsin (WARDS) www.emswards.org
- Washington (WEMSIS) www.wemis.org
- New Mexico (NM EMSTARS) <http://nmemstars.org/>
- Idaho (Idaho PERCS) <http://www.idahopercs.org/>
- Michigan (MI EMS Information System) <http://www.mi-emsis.org/>
- Massachusetts has contracted ImageTrend.
- Kansas has contracted ImageTrend.
- Alaska has contracted ImageTrend.
- Oregon Statewide Pilot Program
- Oklahoma (OKEMSIS) has contracted ImageTrend.
- Vermont has selected ImageTrend.
- Mississippi has selected ImageTrend.
- 50+ Fire Services performing field level EMS data collection
- 275+ EMS Ambulance services performing field level EMS data collection
- 1200+ Browser Based EMS data entry users
- 880+ EMS Field Bridge Users
- 70+ Users using Data Import methods for data entry supporting Firehouse, Zoll, Medtronic, Amazon, etc.
- 50+ Services using Amazon, RescueNet Billing, and other Billing electronic transfers

Minnesota Emergency Medical Services Regulatory Board, MNSTAR

Contract Date: 2001

Reference:

Robert Norlen
MN Emergency Medical Services Regulatory Board
2829 University Ave. SE Suite 310
Minneapolis, MN 55414-3222
Tel: 218-834-5271
Email: Robert.Norlen@state.mn.us

Project Description:

The ImageTrend EMS State Bridge System was customized to create a Statewide EMS ambulance data collection system for the Minnesota EMSRB. This system, now called MNSTAR, is an effective method for EMS to gather and store statewide data, as well as query and export this data to important State databases, such as the Crash Outcomes Data Evaluation System (CODES) at the Department of Public Safety and the Traumatic Brain and Spinal Cord Injury Registry at the Department of Health. The EMSRB MNSTAR application was built using ImageTrend components that incorporated VB and XML technologies to collect electronic ambulance run data from ambulance providers throughout the State. The ImageTrend EMS State Bridge System enables emergency services from across the State to migrate their data to a central Web-based repository where not only the State, but also all of the individual services and federal resources can evaluate data based on their level of permission for access. This system, including pilot phase, has been in operation since 2001. Since April of 2003, over 800,000 runs have been collected from all of Minnesota's 250 plus ambulance services. MNSTAR has achieved a 100% data collection compliance from every service in the State.

Data Volume: 400,000 runs / year; over 1,000,000 runs total to date

Washington Department of Health

Time Period: System go live date was July 2007 after 6 month beta period

Status: System is currently live, NHTSA V2.2.1 compliant.

Reference:

Don Fernandes
Office of EMS & Trauma Systems
P.O. Box 47853
Olympia, WA 98504-7853
Tel: 360.236.2870
Email: Don.Fernandes@DOH.WA.GOV

Project Description:

They chose ImageTrend's EMS State Bridge when searching for a statewide data repository. The EMS State Bridge, customized for Washington's specific needs has been renamed WEMSIS. They chose the ASP financing model for 5 years.

Scope: Provide state wide EMS and Fire reporting for over 500 + EMS/Fire services

Data Volume: 500,000 runs / year

State of Nebraska, e-NARSIS

Reference:

Dean Cole
Nebraska Division of Emergency Medical Service
301 Centennial Mall South
3rd Floor, Box 95007
Lincoln, NE 68509-5007
Tel: 402-471-0124
Email: dean.cole@hhss.State.ne.us

Project Description:

ImageTrend was responsible for the development, installation, and training for an EMS Data Collection system for the State of Nebraska, Department of Department of Health and Human Services. This system is called e-NARSIS (Nebraska Ambulance Rescue Service Information System) and provides for electronic EMS data collection, a centralized data repository, interfaces to various systems and agencies for data sharing and reporting purposes and advanced reporting mechanisms. This Web based, open database designed system was so well accepted, that it was used as the model for the Trauma system and share an interoperability platform that is crucial to effectively following patient care. In 2008 the State is adding NFIRS fire reporting for their rescue services.

Scope: Provide state wide reporting for over 400 + EMS/Fire services

Data Volume: 150,000 runs / year

State of New Mexico

Reference:

Jan Elliott
New Mexico EMS Bureau, Region III
P.O. Box 26110
Santa Fe, NM 87502-6110
Tel: 505.769.2639
Email: jelliott@emsregion3.org

Project Description:

New Mexico, having failed previously with an internally developed system, moved very fast. Having signed the contract for State Bridge in May, their system was up in the first week of June and training began the last week of June. They agreed on a data set in July and services are starting to use the Web portal to enter runs. The state has a number of decisions still to make, but the services, having been accustomed to the old New Mexico system, are showing real excitement to the ease of use of the Web portal and the potential to begin field data collection via Field Bridge. The system has both EMS and Fire reporting capabilities.

Scope: Provide state wide reporting for over 330 + EMS/Fire services

Dakota County/Burnsville Fire Dept.

Reference:

Steve Harklerode
100 Civic Fire Dept.
Burnsville, MN 55337
Tel: 952-895-4572
Email: steve.harklerode@ci.burnsville.mn.us

Project Description:

Burnsville Fire has been using ImageTrend EMS system for over 5 years. As part of a county wide FIRE/RMS project encompassing 11 fire services, Burnsville now utilizes Fire reporting, inspections, payroll, occupants, and pre-planning through additional modules. NIFRS reports are started with and integrated with the county wide CAD (Computer Aided Dispatch) system for automatically populating NFIRS reports.

Scope: Provide city wide electronic EMS and Fire solution and reporting to the State

Appendix D – Support, Maintenance, & Troubleshooting

	Explain
1. Please explain when your company has phone support available and where your call center is located.	ImageTrend's phone support is located in Lakeville, MN, and is available Monday through Friday, 8:30 am to 5:30 pm CST, excluding holidays. Support is also available 24/7 at support@imagetrend.com .
2. Does the company provide an on-line knowledgebase for this product? If yes, please explain and provide documentation or URL.	<p>One of the system modules is a knowledgebase for reference documents. This can be shown during a live product demonstration.</p> <p>The ImageTrend Knowledgebase is a Web-based tool that simplifies the electronic creation of documents and their subsequent distribution, storage and updating. A process of indexing documents in centralized reference library for users allows subject matter experts to control content. Text-based information is published in a cost-effective manner and enables distribution in multiple formats uses including print, PDF, Web and CD-ROM. This databased library is a useful application that serves as a way to organize large amounts of documents such as technical drawings, state or agency documents, reference lists (i.e. medications) or procedures and policies with search and navigation ease.</p>
3. If a support incident is opened, can the incident be escalated up through the support organization? Provide detailed problem resolution chart or document.	Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue immediately, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately brought to the attention of both the X-Team and Senior Management.
4. Describe your plan for implementing system upgrades, providing needed maintenance, and how you will troubleshoot problems that may occur.	Included in the ongoing support and warranty during the first year (or as long as contracted) of system usage for the customer are system/product maintenance and upgrades. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and may occur twice a year and include minor and major product changes. Customers are notified in advance of scheduled maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the

	<p>administrators and those of the system users. We will give the State administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.</p>
<p>5. Describe your data backup and disaster recovery plan as it relates to this product.</p>	<p>Code Backups Application code is backed up daily; at least a daily backup exists for all applications hosted in ImageTrend's production environment and is included in hosting costs. These backups are retained for particular customers as needed on a weekly, monthly, quarterly or annual basis as agreed to by contract. Daily backups are retained for longer as unallocated storage permits but not guaranteed to be available beyond the previous calendar day. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, and tape cassettes which are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.</p> <p>Database Backups Database files are backed up daily; at least a daily backup exists for any database hosted in ImageTrend's production environment and is included in hosting costs. Daily backups are retained for several days as unallocated storage permits but not guaranteed to be available beyond three previous calendar days. Database backups are retained for particular customers as needed on a weekly, monthly, quarterly or annual basis as agreed to by contract. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, and tape cassettes which are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.</p> <p>Restore Procedures Daily backup files are stored uncompressed to facilitate quick recovery of one or more files as needed. Archive copies are compressed to conserve disk space. All database files are compressed to conserve disk space and must be uncompressed and reattached for restoration. When restoring a file the newer file, if it exists, is renamed and kept before replacing with the backup version. When restoring an entire database file, the copy being replaced is itself backup up before being modified. When restoring part of a database file, the current file is first backed up and the backup database is</p>

	mounted with a different name, then the needed tables are restored and the backup file is detached. If restoring a complete backup of application code over a corrupted install, a copy of the bad files is kept to maintain any new user-added files since the backup was created.
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Support

ImageTrend will provide ongoing support for one year (or as long as contracted) after installation for the customer. This includes continued attention to product performance and general maintenance. ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend. ImageTrend's response time is targeted to be less than eight minutes.

ImageTrend's Support Team is available 24/7 at support@imagetrend.com as well as Monday through Friday from 8:30 am to 5:30 pm CST at:

TollFree: 1-888-469-7789

Phone: 952-469-1589

Support Log

Information regarding outstanding problems, fixes, modifications and improvements will be available to the Customer electronically and published on a regular basis to a Project Support Log which will be available for Customer's access.

Maintenance and Upgrades

Included in the ongoing support and warranty during the first year (or as long as contracted) of system usage for the customer are system/product maintenance and upgrades. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and may occur twice a year and include minor and major product changes. Customers are notified in advance of scheduled maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the City administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

Appendix E – Training

	Explain
1. Where is training provided?	Training can be provided on a site determined by the State. ImageTrend can also provide webinar training as a cost effective way to include users across the State.
2. What resources are necessary to conduct a training class?	Since the solution is a Web-based application, an Internet connection is needed for conducting a training class. It is also recommended that participants have access to a computer with an Internet connection, to have a more hands on training experience.
3. Describe what is included in your user training? Provide training session description and schedule.	<p>The Training Curriculum will be reviewed with the State and customized to ensure that all courses are designed to address the State's specific needs. Our proposal incorporates training by ImageTrend personnel; we can, however, deliver training in a "train-the-trainer" format for cost savings. "Train-the-trainer" sessions will train a designated person(s) from the State in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.</p> <p>Administration Training will focus on system administration and all the features associated with maintaining the application. Additional training will focus on data collection as well as reporting and data analysis. Administration training will include the knowledge to provide Level 1 support and training to field personnel. This training session can easily accommodate 10 people and can be accomplished within an 8 –16 hour session. It is recommended that this training be accomplished at one time, since the interactive questions and assistance improves the learning process and establishes the communication links for the ongoing system usage. ImageTrend will hold this training at the location specified by the State of Minnesota.</p> <p>Advanced Administration Training will be conducted after sufficient data has been collected and will cover advanced reporting with Visual Informatics.</p> <p>Field Training will cover the use of the web-based run forms and possible field clients for data collection. These sessions take about 4 – 8 hours and can be performed by anyone that has attended a "train-the-trainer" session. The training will be reviewed and revised as necessary to incorporate the State's specific requirements. ImageTrend also provides a Webinar training that has proven successful in delivering training in a cost-effective</p>

	manner. Webinars allow staff to deliver training to personnel from their desktops without the need for travel.
4. Detailed description of the contract vendor's proposed plan and method for training fire departments. Must include written or on-line documentation.	The Training Curriculum will be reviewed with the State and customized to ensure that all courses are designed to address the State's specific needs. Our proposal incorporates training by ImageTrend personnel; we can, however, deliver training in a "train-the-trainer" format for cost savings. "Train-the-trainer" sessions will train a designated person(s) from the State in all aspects of system administration and usage and provides the basic materials for the training plan for all field personnel.

Appendix F – Costs

ImageTrend's cost proposal is regarded as trade secret information. Please refer to the enclosed envelope marked "Cost Proposal – Trade Secret Information" for cost information for the Rescue Bridge, optional modules and other associated costs.

	Pricing
1. Detail all costs involved with startup and various cost options for incorporating the various modules as a part of the initial application.	Section 1 in the Cost Proposal details System licensure and implementation costs (i.e. setup, pilot program, meetings, training)
2. How much will the various optional modules cost local fire departments?	Please review Section 2 in the Cost Proposal.
3. List any other costs associated with this application.	Please refer to Section 3 - Recurring annual support and hosting in the Cost Proposal

Appendix G – Delivery Requirements

Scope of Work

Since this is a product offering, the implementation process consists mostly of installation, testing and training performed by ImageTrend personnel. Please see the addendum in back of this response for an example implementation timeline.

Project Understanding

ImageTrend understands that the goal of the State of Minnesota is to establish an On-line Fire Reporting System. This system will provide a combined data collection solution for both EMS and NFIRS fire incident data to the requirements listed and will be the repository for this information. This system will reduce the time required for data entry by allowing relevant information to be automatically copied between fire and EMS reports for the same incident, provide the ability to easily analyze collected data and trends and collect field data for both EMS incidents and fire inspections.

Product Description

Rescue Bridge

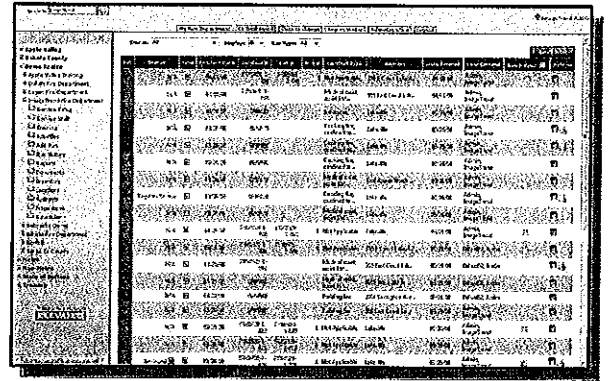
ImageTrend's Rescue Bridge is an advanced and comprehensive fire solution that accommodates enhanced information aggregation and exchange in a paperless environment. This secure Web-based system provides for complete and accurate incident reporting with staff and equipment management. Administrative efficiencies are available for statewide, regional or local levels. The system is NEMSIS Gold and NFIRS compliant and fully equipped to serve the needs of fire departments in gathering, analyzing and reporting incident and exposure data.

A screenshot of the Rescue Bridge web application interface. The interface is a web browser window displaying a form for incident reporting. The form is divided into several sections with labels like 'Incident Information', 'Personnel', 'Equipment', and 'Notes'. There are various input fields, dropdown menus, and checkboxes. The interface is designed for data entry and management of fire incidents.

Working in combination with an EMS-specific module to gather EMS data and optional field client systems for field EMS and inspections data collection, the Rescue Bridge provides a proven solution for data collection, analysis and reporting for fire and EMS data. This system utilizes the NFIRS 5.0 and NEMSIS 2.2.1 datasets with complete consideration for state and federal data privacy requirements including HIPAA and allows NFIRS 5.0 reporting and management of inspections data.

Simple, user-friendly reporting and data management capabilities utilize automated forms to record and report incident information. Data entry is optimized and errors are minimized with easy data entry shortcuts such as drop-down selection boxes, accommodating complete and accurate fire reporting through the incident reports available within the secure online system. The system is fully configurable; allowing each service to set up the Rescue Bridge to most effectively fit their data collection needs.

Enhancing the Rescue Bridge's capability to be configurable and customizable, its open architecture supports the easy add-on of multiple optional modules and integrations. Optional modules can be added to the system at any time as the needs of the service grow and evolve. ImageTrend can create custom integrations for importing and exporting data through the Rescue Bridge system, in addition to several optional integrations that have already been set up.

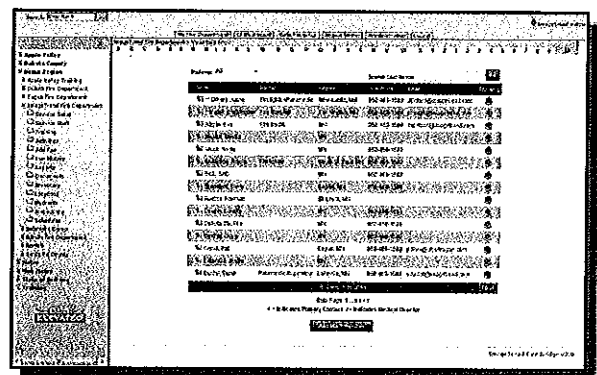


The Rescue Bridge's pre-planning, hydrants and inspections modules allow fire departments to be fully prepared for incidents within their coverage area. Data including location, occupant and contact information; building or floor plan information; a plan in case of an incident; and reports for any previous incidents can be stored for each business, residence or possible incident location to increase preparedness. A separate section allows the service to map all fire hydrants within their coverage area and add information about each hydrant's properties (e.g., size, direction to open, flow). Inspections data can be entered directly into the Rescue Bridge site and saved for each location, or can be gathered and entered on-site using the optional Inspections client system and imported into the Rescue Bridge system to be added to the central data location. With the use of a Tablet PC and the optional Inspections client system, these forms can be completed on-site during the inspection, document violations and capture needed signatures.

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. The EMS form replicates a paper patient care report (PCR) with all fields for data collection. Many features for simplifying data entry are standard. These are quick pick lists, defaults, and most importantly an automatic narrative.

The administration will have the ability to administer their service through a series of setup screens and functions. The service can set up their service information from this screen, including contact information and customized resource lists. The custom defined resource lists allows a service administrator to setup lists including:

- Destinations
- First Responder Agencies
- Responding Units
- Diverted to Facilities



This gives an EMT that is filling out a run form consistent, easily selected choices. Staff and training modules keep track of staff members' information, from education and training information to a list of equipment currently in their possession. Each staff member will have their own profile to keep track of any information that the fire department finds relevant. Records for training events or other activities (e.g., community or educational events, station upkeep activities) can be recorded in a separate module that will add information both to the staff profiles of staff members involved in the events and to pages focused on information about the activities or training.

Staff and training modules keep track of staff members' information, from education and training information to a list of equipment currently in their possession. Staff members will have their own profile to keep track of any information that the fire department finds relevant. Records for training events or other activities (e.g., community or educational events, station upkeep activities) can be recorded in a separate

module that will add information both to the staff profiles of staff members involved in the events and to pages focused on information about the activities or training.

Incident data can be analyzed using any of the prepared standard reports included in the Rescue Bridge, or users can create their own ad hoc report for the needed data. ImageTrend's Report Writer allows users to efficiently create and format ad hoc reports whenever needed with our easy-to-use interface.

ImageTrend's Rescue Bridge consists of all of the main functions that are required for a successful implementation:

- A centralized, dynamic NFIRS compliant data warehouse with a scalable open architecture for today and tomorrow's requirements.
- Secure multi-tiered access to ensure and respect data privacy
- Web-based online forms for both Fire and EMS
- DataPort with standard XML file formats to ensure data migration and exchange with other existing systems, applications and agencies
- Standard reports and easy to use ad hoc reporting with advanced query capabilities
- NFIRS 5.0, as well as custom State of Minnesota data elements
- Built-in Data Validity Scoring to ensure data quality
- The QA/QI module provides for incident review and action
- Personnel Module
- HazMat Module

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. To accomplish this we have a team that thoroughly investigates the existing data and requirements and develops a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances the file import method, DataPort technology and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

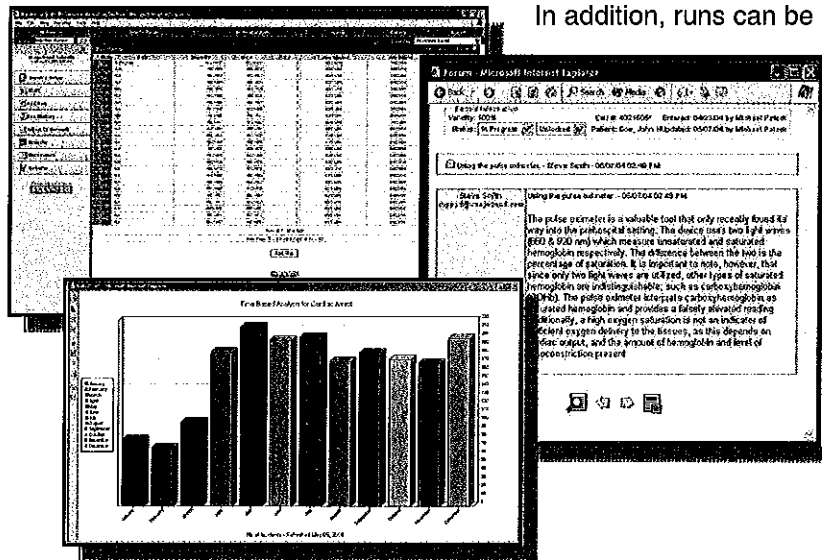
Every client has a unique set of interfaces that define their system and configuration; therefore not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Quality Management

The QA mechanisms in the Rescue Bridge go beyond validity, and allow services and Medical Directors to track, review and comment on all incidents within their service. To start, the system contains numerous standard QA reports that allow services to review and quickly determine the quality of runs being entered by their emergency technicians. Additionally, each run can be assigned a status. This list is dynamic, and can be added to, or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. User can search and report on status of all runs.

If a run is determined to need follow ups with emergency personnel, the medical director or other service administrators can record a note with a run. They can specify the specific individuals to

send the note to. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the run, for ease of review by the administrator or the Medical Director. Users with unread notes can reply to these just like email.



In addition, runs can be locked from editing, in order to maintain the integrity of runs that have been submitted or billed. Administrators have the ability to lock or unlock runs at any time. This can also be set on a schedule, for example, all runs older than 7 days are locked automatically by the system.

Other Integrations

ImageTrend DataPort technology allows for the integration and exchange of data through multiple methods. This includes the transferring, processing and importing of data files. The DataPort is the gateway for how data is received and processed between applications.

In order to effectively implement a robust data processing tool, the application must be able to collect data from disparate systems and in multiple formats to ensure the most widely acceptable and cost effective solution.

The process of importing data involves a set of routines that function independently of one another to issue fast and accurate data transferring and importing.

- Receiving
- Transferring
- Processing
- Importing (via one of the aforementioned methods)

The DataPort can be configured to assist in the retrieval of data, process and formatting, transferring, and finally importing, or any combination in-between. This can be accomplishing automatically by the system or with user interaction.

Report Writer

The Report Writer allows you to dynamically create, display, and store standard as well as ad hoc reports. The Rescue Bridge provides over 100 standard reports at your fingertips, as well as giving you the power to create and display reports of your choice.

The Rescue Bridge Report Writer also allows you to schedule the report generation on regular intervals and have these then distributed via email to a pre-determined list of recipients.

User Interface

Choose from multiple display methods including a row/column report or single record display per page. Database search criteria can be selected on a field level basis allowing you to define exactly the fields you want. User-defined headers, sorting, and grouping give you the ability to display search results using a number of options. Reports can be saved for later review or editing, and also as static content as a HTML file, Microsoft Excel, Word, CSV, or PDF document.

User security is strictly enforced to only allow users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions:

- Define Data Set
- Choose Field Properties
- Define Selection Criteria
- Report Layout Options
- Display Options
- Saving and Scheduling Reports
- Setting up Permission

Ad Hoc Reports

The Report Writer allows you to dynamically create, display, and store ad hoc reports. This gives you the power to find and display the data that you want without relying on static reports that may not have the data that you need. The report writer encompasses a single reporting tool that gives you complete control of data output and display.

Administration

Administration of the Report Writer involves the complete setup, display, and management of reports. System administrators can:

- Manage Reports
- Manage Report Categories
- Setup Tables and Field to be Reported on
- Setup Table Relationships
- Create Formulas
- Schedule Automatic Generation of Reports
- Automatic Distribute Reports via Email

This allows administrators to assign public/private access to individual data elements as required.

Optional Modules

Fire Inspections

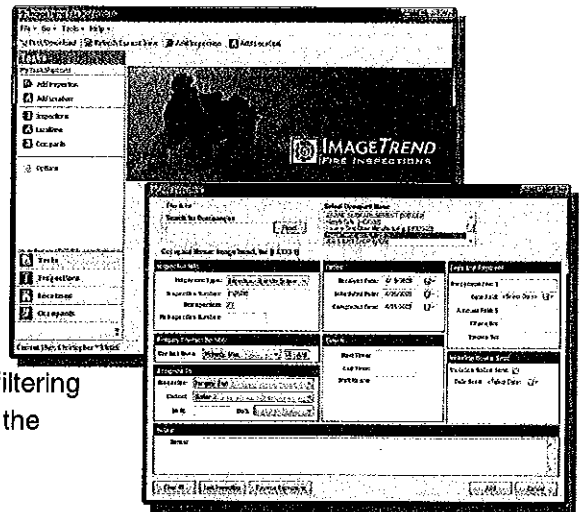
ImageTrend's Fire Inspections is a field data collection application that assists fire inspectors. Using a laptop or Tablet PC, fire inspectors are able to collect inspections data and access saved information about a location or occupant electronically in the field without a major investment and without learning complex new technology. All the information you need for an accurate and complete report is at your fingertips with easy one-click access and no paper hassles.

Intuitive and Quick Data Entry

- Automatically suggest violations based on selected inspection deficiencies
- Auto-populate fields such as addresses, dates, contact information and more
- Scan documents directly into the application

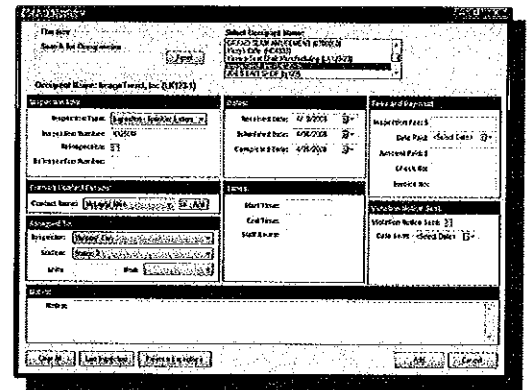
Instant Access to Information

- Access connected data with a single click
- Search information in real time for immediate filtering
- Enter miscellaneous notes at any point during the inspection
- Capture electronic signatures in the field
- Generate and print reports on site
- Print batch reports
- Customize ad hoc inspection forms, reports and letters
- Access NIOSH definition files through location chemicals links
- Integrate with multiple violation code sets
- Access additional building information, on-site materials, hydrants, hazmat and sprinklers in the field through location preplan modules



Flexible User Experience

- Input violations and inspections from many points within the application
- Create and utilize user definable fields
- Navigate windows and forms easily within a logical hierarchy
- Utilize advanced searching for SQL-like data filtering
- Attach images and documents to inspection and location records
- Organize occupants, locations and contacts into user specified groups
- Create a journal of time stamped interactions with contacts (notes, meetings, letters, phone calls, emails, etc.)



EMS Field Bridge

The **EMS Field Bridge**, as a remote disconnected client application offers additional features and mobility for the EMT/Paramedic in the field, who is responsible for collecting the data:

- Many items such as quick pick lists, drop down menus, default settings, default run forms, repeat patient selections and power tools that minimize the number of fields that require completion.
- Online validity checks that inform the EMT of completion status and quickly locate forgotten or overlooked fields.
- Support for MapPoint integration for incident mapping including GPS.
- If installed on the Tablet PC the electronic data collection replicates the pen and paper form, with the advantages of less work due to quick pick lists and defaults and the higher data integrity due to legibility. The EMS Field Bridge can be installed on laptops and desktops as well.
- Handwriting recognition and e-signatures that simplify form completion.
- Electronic data collection in the field that reduces data redundancies.

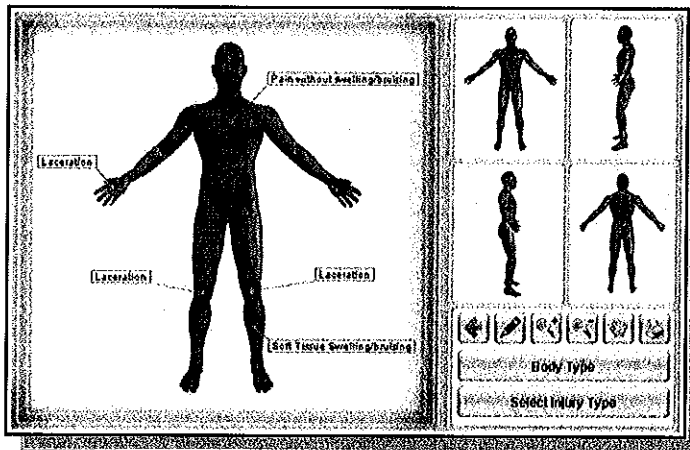
- ZOLL, Philips, Medtronic EKG integrations are standard
- Collection of additional billing information.

Field Bridge Data Entry

A new incident report can be created in a variety of ways:

- *Blank Run Form* – using rapid data entry a new incident can be recorded
- *Default Run Form* – create templates for typical usage such as cancelled runs, frequent destinations, etc. This template can then be used for recording efficiency.
- *Dispatched Run* – from imported dispatch information a new report will be initiated using the dispatched information such as the dispatched time, address, etc.
- *New Patient* – from an existing run form a new Patient Care Report can automatically be created for each patient involved in the same occurrence.

Your data is validated on a per field basis. Fields that have errors detected in them will have their labels marked in red. The total validity percentage for the current run is displayed to the user at the top of the Incident window.



A graphical interactive patient assessment form allows EMTs in the field to quickly capture the patient physical findings with mere point and click methods. Select male, female, child or baby figures which can be rotated for frontal, side or back views. Then select a body portion and a drop down list of patient findings appears for fast selection. This information is automatically populated into the automatic narrative and the database. This graphical assessment form is also included as a part of the printed patient care report.

The Auto Narrative provides a summary of the current incident in paragraph format. This is a compilation of all entries for this incident. The text can be manually edited for additional information and saved. The narrative can be manually regenerated.

Active Protocol

In the Active Protocol, national and service protocols can be set up and displayed as an action checklist, allowing easy access to specific power tools (i.e., vitals, IV, etc.) needed for each assigned protocol. When an action is selected under a protocol, the color-coded power tools appear. When the power tools are filled out and saved, the incident report is populated and the action is stamped with the time of completion. With the Field Bridge's Active Protocol, protocols are followed through more often, and the incident reporting process will become faster, allowing more time to be spent on patient care.

The screenshot displays the ImageTrend EMS Field Bridge application interface. The top section shows a patient record with fields for Name, DOB, Sex, and various medical history checkboxes. Below this is a list of protocols, with 'Chest Pain/Discomfort' selected. The right side of the screen shows a detailed view of the 'Chest Pain/Discomfort' protocol, including a list of symptoms and a section for patient assessment.

Patient Billing Information Collection

The Billing Information Tracking consists of insurance, authorization, waiver of liability, record of belongings, HIPAA consent, and emergency admission. Billing information is entered through a series of text prompts, radio buttons and checkboxes. The Authorization for Billing, Waiver of Liability, Emergency Admission, and HIPAA Consent panels allow a user to sign his/her name using a Tablet PC. The system can be configured with XML billing data files for integration with standard billing software packages.

The screenshot shows the Medicare Questionnaire form. It contains various checkboxes for medical necessity, transport reasons, and physical restraints. The form is organized into two columns, with the left column containing medical necessity questions and the right column containing transport and physical restraint questions.

Policies and Procedures

Policies and Procedures are readily available in the ImageTrend EMS Field Bridge application. Policies and Procedures can be browsed and searched and are presented to the user in a Web page format.

Reports and Patient Forms

The active incident can be reported in a variety of ways:

- Hospital Report – Contains information that is specific to a hospital's needs including patient vitals, medications and treatments.
- Radio Report – Contains information related to patient vitals and demographics.
- Incident Report with Billing Information – Contains complete incident information including billing information and signatures.

- State Patient Care Report – Contains complete incident information with signatures.

The EMS Field Bridge has standard patient forms that can be printed out and given to the patient.

- HIPAA Consent Form – Contains patient information along with a HIPAA statement and a signature of consent.
- Waiver of Liability Form – Contains patient information along with a Waiver of Liability statement and a signature of consent by the patient, a witnesses signature, and if the patient is a minor, a parent/guardian signature.
- Emergency Admission Form – Application by a Peace Officer for Emergency Admission.

Posting Incidents

Incidents can be posted to an external data source, such as a citywide Rescue Bridge, a statewide management system or a billing system. This will then be logged in the incident history by date and time, which can be reviewed in the dialog box for status.

Incident posting is done via XML to either a file or a Web Service. The ImageTrend EMS Field Bridge complies with W3C Web Service and XML standards.

To establish a posting site the following information is required from the Web Service receiving the posting:

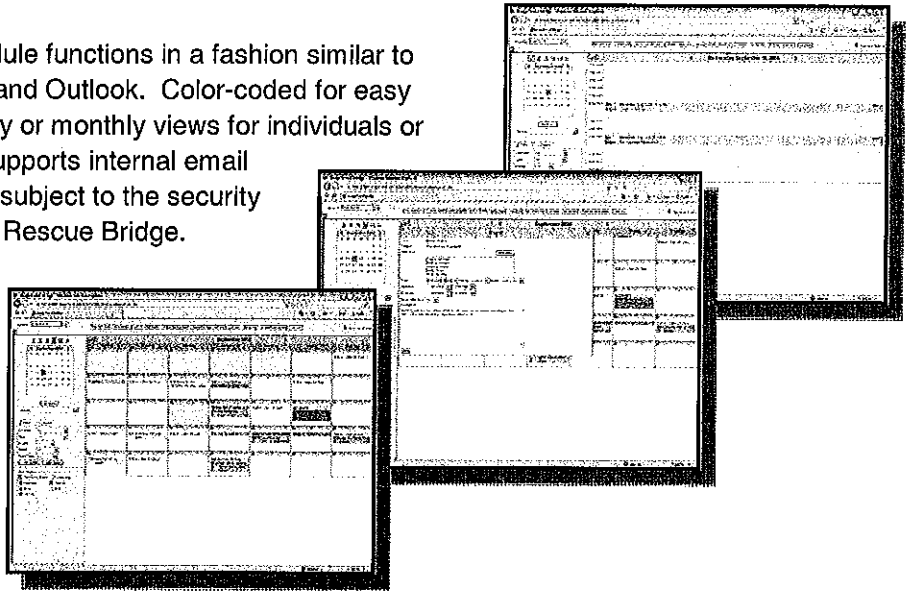
- Description: This is the description of this posting site.
- URL: Enter the URL to the site posting to.
- Service ID: Enter your service ID.
- User ID: Enter the user ID for the site posting to.
- Password: Enter the password for the site posting to.

Dispatches

Dispatches are XML files that contain full or partial run information that are automatically recognized by the ImageTrend EMS Field Bridge application. A file with extension .xmd will open automatically and populate a run form with the information that is contained within the file. Dispatches can be placed in the Field Bridge either manually or by a CAD system.

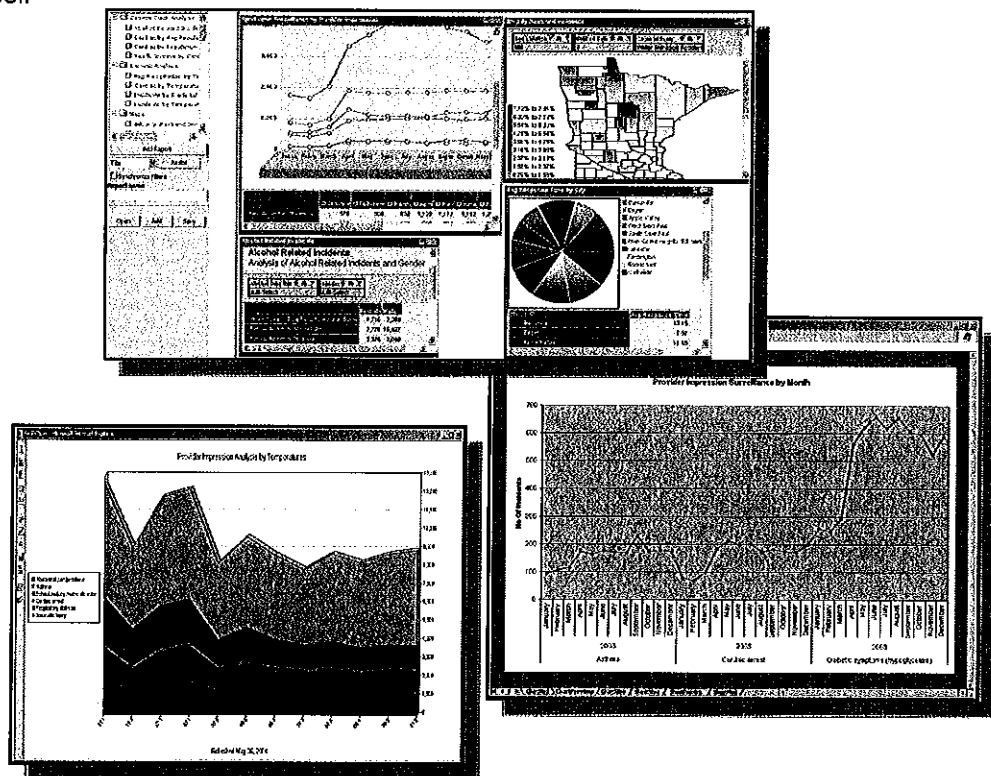
Staff Calendar

The staff/crew calendar module functions in a fashion similar to Microsoft Exchange Server and Outlook. Color-coded for easy interpretation it provides daily or monthly views for individuals or groups. This module also supports internal email communications and is also subject to the security permissions as set up in the Rescue Bridge.



Visual Informatics

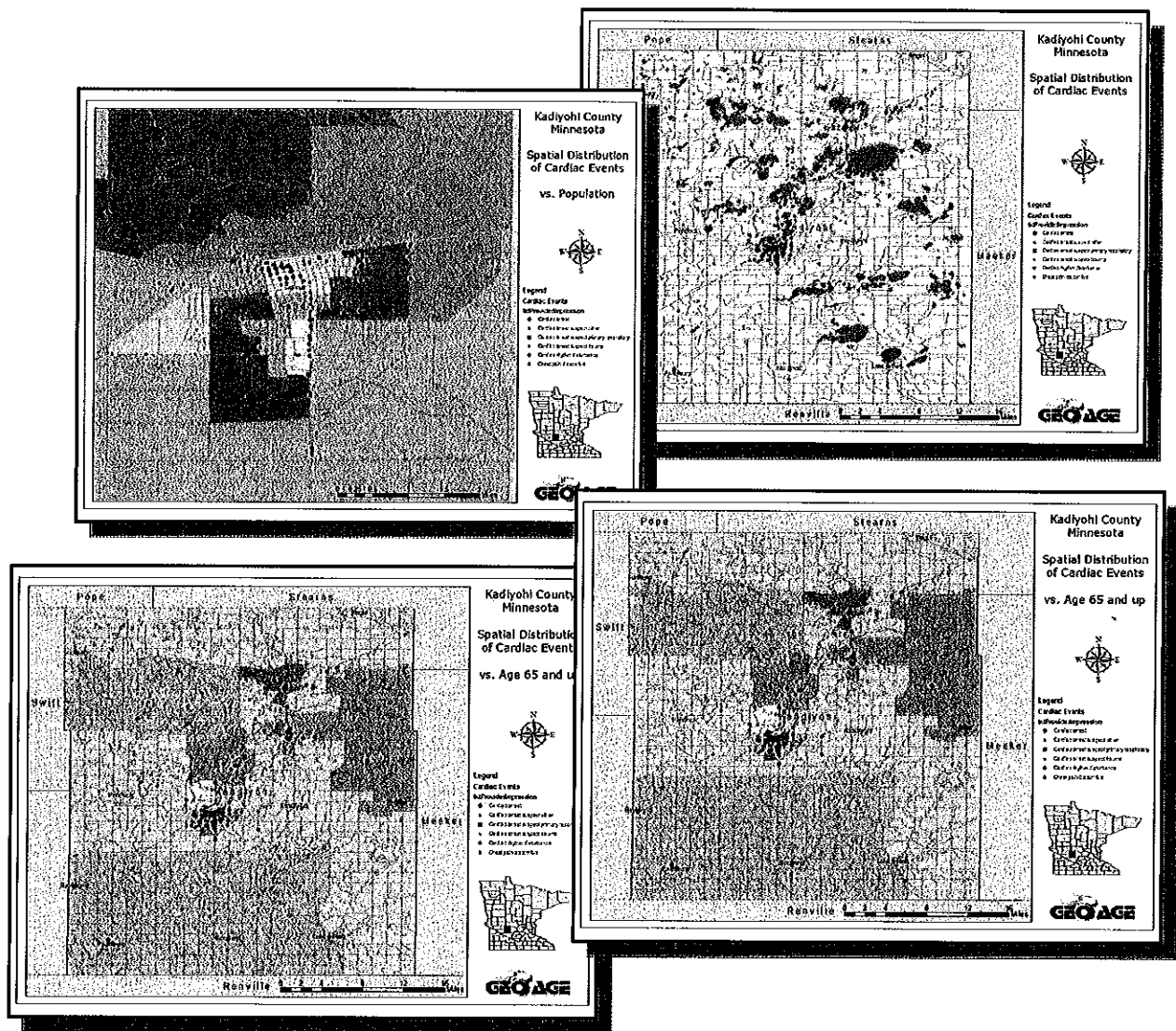
The ImageTrend Visual Informatics tools allow administrators to expand the reporting of data to cubed data analysis. This creates a dimension of reporting that is not possible with conventional report methods. With these data mining tools, specific data can be analyzed in different views and multiple relationships, allow for dragging and dropping of columns, rearranging of data views, data drill-down, and creating dynamic charts and graphs. This gives the user flexibility in how to view the data with precise control and display. The analysis of the data in these cubes can be used for predicting trends and assessments such as syndromic surveillance reporting. Data can be readily exported for portability and reporting in Microsoft Excel.



GeoPort

The ImageTrend EMS State Bridge contains a GeoPort that allows run information, specifically address information, to be fed into popular mapping packages including GeoAge. Address information including street address, city, state, and postal code, along with relative information (i.e. cardiac data) can be exported to allow for plotting data on geographical maps for use in data analysis and syndromic surveillance. These maps give the state a high-level view of concentrations of incidents relative to geographic locations. This information can also be used in the collection of Census Tract data for data mining and predictive reporting and analysis.

The following maps show the "Spatial Distribution of Cardiac Events in Kandiyohi County in Minnesota. This is based upon the available EMS data collected with the EMS Field and Service Bridges in the State of Minnesota and interfaced to the Mapping products from GeoAge, Inc. These are "Confidential" examples.



Security

The Rescue Bridge and Field Bridge meet or exceed State and federal data privacy requirements and the HIPAA guidelines. Secure logins are an industry standard process and are part of the HIPAA guidelines for data protection. These are implemented throughout the application with the use of the hierarchical security access features of the ImageTrend security module, which provides the environment for controlling the access necessary to provide data protection. The application also provides for security breach notifications and audit trails.

Application Securities

Secure User Login

The application adheres to business standard practices for security to ensure only authorized access to the system

Password Encryption

Hash function implementation
For sessions failing to successfully login after three tries
Check access log for sequential unsuccessful logins
Set session logout variable

Password Requirements

Length and Complexity Enforcement
Validate Password for Case, Length (8 characters), and Composition

Login Expirations

Validate for expired logins
Force password changes on expired logins and restrict site access until new, valid password is created

Page Access Checking

Page Access checking to make sure user has properly logged in and is not entering the site via an external link

SSL Server Certificate

128-bit encryption Security Certificate

Permissions Administration

Manage Users and Groups

The application employs a hierarchical based password administration as a series of group policies to control application entry and level of access within the application. With the system administrator being the highest level of security, groups can be created below that to encompass all other group needs, which may include:

- Director – Access to view all runs within their service.
- Multiple Service Administrators – User Access and administration to multiple services.

Permissions and Rights

Permission and rights are governed by the ability of what the user can see and do. At the global level, rights are based on the following criteria:

- County
- City
- Service

On the service level, there are two levels:

- Administrator
- User

Service administrators can control and edit all the functions with their own service.

Service users have the ability to edit and view their own information.

Auditing

Our Site monitor audit trail tracks user information when accessing the secure portion of the application. IP address, User ID, date/time, browser information, along with information on each file accessed, is all tracked within a separate database, which is kept for a period of time for reporting purpose and audit trails.

Any security breaches are logged within our Project Management system for any HIPAA disclosures related to security breaches or information disclosures. If a security breach happens, the security module currently sends an email to our Director of Development and the Security Officer, who in turn notifies the designated customer contact.

Personnel

All ImageTrend employees are subjected to background checks and are required to attend and successfully complete HIPAA training. The ImageTrend Project Management System gives us a facility to track any HIPAA Security Incidents or Information Disclosure Incidents for reporting purposes.

Only those certified ImageTrend employees that work with either hardware or software related to the specified application or project will access the data center and interact with our servers. These employees have worked with our hardware as part of our IT support staff or are part of our Implementation team as software developers. Authorization is granted from the management level.

Implementation

Since this is a product offering, the implementation process consists mostly of installation, testing and training performed by ImageTrend personnel.

Another aspect will be the review of the various systems with which this system will communicate. The DataPort standard and the configuration mapping will need to be defined for each. As an open system, seamless data flow and exchange are the goal and accomplished with the support of multiple data file formats and an experienced integrations staff.

The initial steps of finalization of specifications and acceptance criteria will be accomplished with ImageTrend personnel and will be subject to approval by the client's representative.

The planning process will begin with a kickoff meeting after contract agreement. This will establish the groundwork for this venture, informing all parties of their roles and responsibilities. Additionally, final system specifications including the infrastructure, forms, data imports/exports and the exact details of the acceptance procedure will also be established.

Communication and Coordination

The overall success of the project will require a close working relationship between the State and ImageTrend. The initial Kickoff Meeting will establish a basis for communication and will establish project roles. The project as detailed has various status checkpoints and scheduled meetings to ensure project performance.

The ImageTrend Project Management Team translates your vision and requirements into an integrated solution. The Project Plan phase begins with a kickoff meeting to provide your project team with familiarity of the key components of the ImageTrend products and introduces best practices into all phases of the project lifecycle. The Project Plan involves high-level planning that helps establish system requirements and estimates of resource requirements and task durations. The following guidelines are base responsibilities for all project team members:

- Be a vital part of the project team that will carry the project through to completion.
- Provide a single point of contact for the customer on all issues.
- Assist the customer in helping them ensure that project deadlines are met and that deliverables are provided as discussed.
- Coordinate tasks between different departments and functions within the company.
- Identify and resolve project conflicts and issues.
- Establish a clearly defined project plan.

Project Plan

A completed Project Plan utilizing Microsoft Project and Team Foundation Server ensures that ImageTrend Best Practices are being followed and that the highest performing, scalable Web applications with ImageTrend technology is being implemented. The System Architectural Diagram presented, as part of this response is the basis of this Project Plan, which also includes the following:

- Application objectives
- System requirements
- Functional specifications
- Organizational scope
- Responsibilities matrix
- System architecture
- Milestone identification
- Implementation schedule
- Test and acceptance criteria
- Project evaluation and review

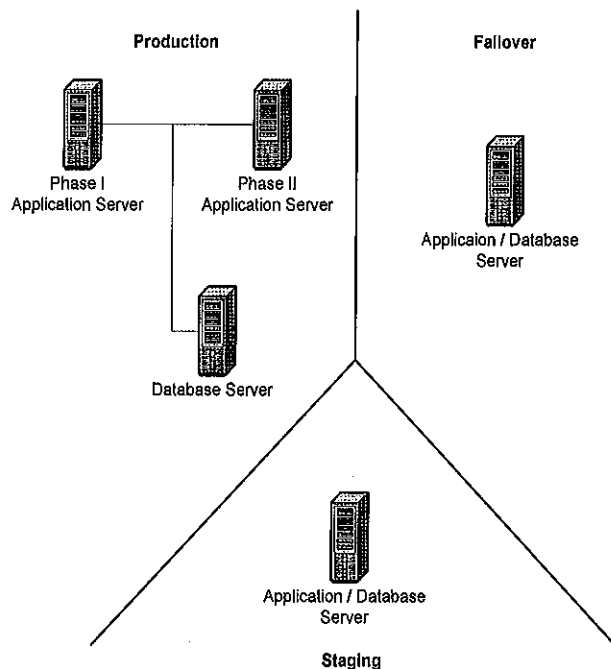
Activities

- Discuss organizational business strategy and critical business processes as they apply to the proposed site.
- Review key components of ImageTrend products to be used.

- Introduce project management best practices for system lifecycle.
- Review facility, infrastructure, and environment
- Task assignments and coordination.

ImageTrend Hosting

Integral to any online solution is a quality data center providing application access, availability, data security and overall confidence. ImageTrend's facilities incorporate industry leading infrastructure, application security and excellent technical support for our hosted solutions. We can host all applications offered by ImageTrend with licensure offered as a one-time purchase or it can be included in the monthly hosting fees, which ImageTrend defines as ASP — application usage lease, support and hosting in one monthly fee.



Hosting Physical Facility

The ImageTrend hosting facility is located in downtown Minneapolis with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Triple redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

Hosting Hardware

ImageTrend server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
 - Microsoft SQL Server 2000
 - Microsoft Windows Advanced Server 2000
- Dual Power Supplies
- Off-Site Idle Emergency Backup Servers in Chicago, IL (optional)
- Off-Site Idle Emergency Backup Servers in Lakeville, MN
- Sonicwall VPN Firewall
- Networked Server Array
- Mirrored Hot Swappable Hard drives (Banded RAID 5)
- Tape Backups
 - Weekly, monthly or quarterly
- Periodic CD-ROM backups (on request)
 - Weekly, monthly or quarterly
 - Offsite vaulting and escrow
- 500 MB Disk Space allocation per month with additional space in 100MB increments
- 1 GB Traffic or Bandwidth per month with additional bandwidth available in 1GB increments

Data Integrity

ImageTrend applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups
- Daily Scheduled backup Success/Failure notification via cell-phone and email
- Daily Off-Site Tape backups

Support Services

ImageTrend provides both onsite and on-call support for their applications and hosting. Support includes technical diagnosis and fixes of technology issues involving software and hardware. ImageTrend has a broad range of technical support to their s and proposes to provide service in the areas of:

- Website Hosting and Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

Phone support is available Monday through Friday from 8:30 AM — 5:30 PM CST. ImageTrend also provides onsite resolution for support of their applications either at their location in Lakeville, MN or at the client's location as the situation dictates.

Backups

Code Backups

Application code is backed up daily; at least a daily backup exists for all applications hosted in ImageTrend's production environment and is included in hosting costs. These backups are retained for particular customers as needed on a weekly, monthly, quarterly or annual basis as agreed to by contract. Daily backups are retained for longer as unallocated storage permits but not guaranteed to be available beyond the previous calendar day. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, and tape cassettes that are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.

Database Backups

Database files are backed up daily; at least a daily backup exists for any database hosted in ImageTrend's production environment and is included in hosting costs. Daily backups are retained for several days as unallocated storage permits but not guaranteed to be available beyond three previous calendar days. Database backups are retained for particular customers as needed on a weekly, monthly, quarterly or annual basis as agreed to by contract. All backup routines execute after peak hours to minimize the effect on users, typically between 11 PM and 4 AM Central Time. Backups are stored on hard disks, with a copy being taken offsite on a monthly basis, and tape cassettes that are rotated on a daily basis. Data synchronization is run across a secure network connection back to ImageTrend's offices in Lakeville, MN, on an irregular basis for both application code and database files.

Restore Procedures

Daily backup files are stored uncompressed to facilitate quick recovery of one or more files as needed. Archive copies are compressed to conserve disk space. All database files are compressed to conserve disk space and must be uncompressed and reattached for restoration. When restoring a file the newer file, if it exists, is renamed and kept before replacing with the backup version. When restoring an entire database file, the copy being replaced is itself backup up before being modified. When restoring part of a database file, the current file is first backed up and the backup database is mounted with a different name, then the needed tables are restored and the backup file is detached. If restoring a complete backup of application code over a corrupted install, a copy of the bad files is kept to maintain any new user-added files since the backup was created.

Addendum

RFP Forms

Affirmative Action Certification

Trade Secret Information Form

Affidavit of Noncollusion

Service and Delivery

Contract Savings and Usage Reports

Materials Management Division

Taxpayer Identification

Immigration Status Certification

Location of Service Disclosure and Certification

MDHR Certificate of Compliance

RFP Addendum Acknowledgement

ImageTrend's Sample SLA Agreement

Implementation Timeline

Sample Reports

Rescue Bridge Overview

Hosting Overview

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☒ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ImageTrend, Inc.

Date: 7/26/2008

Authorized Signature: Michael J. McBrady

Telephone number: 952-469-1589

Printed Name: Michael J. McBrady

Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, trade secret information as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain trade secret information. I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☒ My bid/proposal **does** contain trade secret information because it contains data that:
1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☒ I have clearly marked and placed any data I claim to be trade secret information in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Michael J. Brady
7/28/2008
Image Trend, Inc

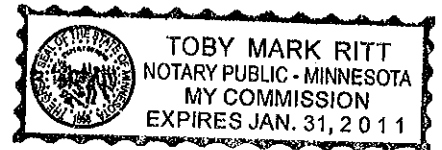
Subscribed and sworn to me this 28th day of July, 2008

Notary Public _____

My commission expires _____

Toby Ritt

1-31-2011



**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	<u>Rosanna Roedder</u>	TITLE:	<u>Director of Sales and Marketing</u>
TELEPHONE NUMBER:	<u>952-469-1589</u>	FAX NUMBER:	<u>952-985-5671</u>
TOLL FREE NUMBER:	<u>866-469-7789</u>	E-MAIL:	<u>rroedder@imagetrend.com</u>

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	<u></u>	TITLE:	<u></u>
TELEPHONE NUMBER:	<u></u>	FAX NUMBER:	<u></u>
TOLL FREE NUMBER:	<u></u>	E-MAIL:	<u></u>

ORDER ADDRESS:

STREET/PO BOX:	<u>20855 Kensington Blvd.</u>		
CITY/STATE:	<u>Lakeville, MN</u>	ZIPCODE:	<u>55044</u>
TELEPHONE NUMBER:	<u>952-469-1589</u>	FAX NUMBER:	<u>952-985-5671</u>
TOLL FREE NUMBER:	<u>866-469-7789</u>	E-MAIL:	<u>lhennen@imagetrend.com</u>

REMIT-TO ADDRESS:

STREET/PO BOX:	<u>20855 Kensington Blvd.</u>		
CITY/STATE:	<u>Lakeville, MN</u>	ZIPCODE:	<u>55044</u>
TELEPHONE NUMBER:	<u>952-469-1589</u>	FAX NUMBER:	<u>952-985-5671</u>
TOLL FREE NUMBER:	<u>888-469-7789</u>	E-MAIL:	<u>rroedder@imagetrend.com</u>

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT. Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: 0 % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award). The report on Contract usage must consist of the total dollars expended, broken down by State agencies and CPV members unless specified otherwise in the Special Terms and Conditions. Contract Vendors are required to report periodically as indicated below. **Failure to provide these reports may result in Contract cancellation.** The following reporting frequency is required, at a minimum:

- Annual
- Final report after the end of the Contract

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content	MU = Multiple Codes Specify: _____
(post-consumer: _____ %)	TO = Other Specify: _____
RK = Reduced Packaging	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: X Mfm

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☒ No

If yes, list the components that contain mercury: _____

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS
(Participation is at the discretion of the CPV member)

Minnesota Statutes Section 16C.03, subd.10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd.1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program.

- By not agreeing to offer the prices in the response to CPV members, the responder does not jeopardize the opportunity for being awarded the Contract.
- The extension of the use of this Contract to CPV members does not include consulting or engineering services, if included in the Contract.
- Prices to the State cannot be increased as a result of including CPV members.
- CPV members can choose to either use the Contract or not, at their option.
- CPV members, when ordering from the Contract, will use their own regular authorized purchase order.
- CPV members are responsible for payment of any purchase orders issued by them.
- The Contract Vendor shall issue invoices to the CPV members that order from the Contract.
- The State makes no prediction or guaranty of usage by CPV members from the Contract.
- It is not the responsibility of the State to issue orders for CPV members, nor to insure the availability of funds for those orders, nor for payment of invoices resulting from those orders.

By selecting "I agree..." below, the responder agrees to extend their offer to CPV members and to extend all prices and all other terms, conditions, and specifications of the Contract to CPV members (in current membership status as approved by the State's Materials Management Director) at any time during the period of the Contact.

1. I agree to offer these prices to CPV members.
2. I do not agree to offer these prices to CPV members.

Authorized signature: _____

(The individual signing certifies that he/she has signed on behalf of the responder in accordance with General Terms and Conditions No. 4.)

Type or Print Name Clearly: Michael J. McBrady

Title: President

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: ImageTrend, Inc.

Address: 20855 Kensington Blvd.

Lakeville, MN 55044

Federal Employer ID Number or Social Security: 41-1903871

Minnesota State Tax ID Number: 3700133

Minnesota Vendor Registration Number: 20031505700

If you are not registered as a vendor to the State, you may register online at
www.mmd.admin.state.mn.us/mn02000.htm.

(Note: If approved, you will receive your vendor number three business
days after you register.)

Are you a sole proprietorship? ☐ Yes ☒ No

Are you an independent contractor? ☐ Yes ☒ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtm/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: ImageTrend, Inc.

Date: 7/28/2008

Authorized Signature: Michael J. McBrady

Telephone Number: 952-469-1589

Printed Name: Michael J. McBrady

Title: President

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. PURPOSE AND BACKGROUND.

Since 1977, the Minnesota State Fire Marshal Division OF THE Department of Public Safety has operated the Minnesota Fire Incident Reporting System (MFIRS). Fire departments are required by Minn. Stat. 299F.04 to report fire loss data to the State Fire Marshal. The State Fire Marshal, in turn, files the State's fire incident data with the United States Fire Administration (USFA). Effective on 1/1/2009, the USFA will no longer accept fire incident reports under the older version of the National Fire Incident Reporting System (NFIRS). This version, known as NFIRS 4.1, allows fire reports to be completed and filed in paper format. After 1/1/2009, USFA will only accept fire reports filed electronically.

As of 2007 (the last year of full data collection), 412 of Minnesota's 789 fire departments (52% of the state's fire departments) reported their fire incident data to the State Fire Marshal in electronic format (compatible with USFA's newer NFIRS 5.0 system). Overall, Minnesota has one of the highest percentages of fire reporting (96 - 97%). This means that about 1/2 of the state's fire departments will not have a means of complying with the statute requiring reporting or the USFA reporting standards.

The State Fire Marshal is proposing to procure an on-line fire incident reporting system operated and hosted by a third-party vendor where fire departments would file their reports via the internet. The vendor would provide the necessary software and website, maintain the data on their servers, and assist in training and implementation efforts. It will also be the single repository for all fire department reporting data for the entire state.

2. SCOPE.

This project includes the contracting with a vendor that provides the services identified for a period of 2 years with an option to extend a year at a time for an additional 3 years. The vendor is responsible for maintaining the web-based software; for the availability of the application; for the continuing maintenance of the application; and for making necessary upgrades, repairs, or modifications in order to comply with federal and state specifications. The vendor would need to follow state of the art security measures to protect the data against malicious intrusion. The vendor would need to provide redundant data storage and back-up protection features. Fire departments would have access to the data that they submitted to the system. The State Fire Marshal would need access to all system data and data-mining features. The data would be the property of the State of Minnesota.

This is intended to be compatible with and complement the Minnesota Statewide Ambulance Reporting (MNSTAR) system since many fire departments also provide emergency medical services and ambulance transport. MNSTAR is a web-based, statewide medical reporting system administered through the Emergency Medical Services Regulatory Board (EMSRB). MNSTAR has been in existence since 2003.

3. REQUIRED FUNCTIONS.

Appendix A, the *Required Functions*, contains the list of required features. A completed copy of the matrix with details supporting each function/feature must be submitted with the proposal.

4. DESIRED FUNCTIONS.

Appendix B, the *Desired Functions*, contains a list of features that are desired. Points will be awarded based on the ability of the contract vendor to perform these functions.

5. DELIVERY REQUIREMENTS.

The application must be in place as soon as possible after the award of the contract(s). Points will be awarded based on the ability to implement a viable program within a manageable timeframe. See Appendix G.

6. VENDOR PROFILE.

Appendix C to this document, the *Vendor Profile Questionnaire*, contains the vendor profile document. A completed copy of the matrix with detail's supporting each question must be submitted with the proposal. Information on this portion of the responder's packet will be used in determining the vendor's suitability to complete the project and contract.

Contract Vendors performing the tasks required in this section must have a minimum of two (2) years experience, in the past four years, in the industry successfully performing tasks of similar complexity and scale. Responders are required in their proposal for this program, to detail their experience in a narrative format.

7. ADMINISTRATIVE PERSONNEL CHANGES.

The Contract Vendor must notify the AMS of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

8. CONTRACT VENDOR PERSONNEL AND PROJECT MANAGEMENT.

If the need arises to add to or remove any of the Contract Vendor's key personnel named in the transmittal letter, whether permanently or temporarily, the Contract Vendor must provide written notification two weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than 10 consecutive work days excluding normal vacation leave. If the Contract Vendor is adding personnel, the written notification should include the proposed individuals name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.

9. INQUIRIES.

Questions from prospective responders regarding this RFP shall be submitted in writing to the Acquisition Management Specialist no later than July 17, 2008.

10. FOREIGN OUTSOURCING OF SERVICE CONTRACTS.

Responders to this solicitation are required to complete the Location of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.

11. AWARD OF RELATED CONTRACTS.

In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontract vendors and the Contract Vendor shall include a provision requiring compliance with this section

12. AWARD OF SUCCESSOR CONTRACTS.

In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Contracts between subcontract vendors and the Contract Vendor shall include a provision requiring compliance with this section

13. JOINT VENTURES.

The State does not preclude joint ventures among groups of vendors when responding to the solicitation. However, one vendor must submit a response on behalf of all the others in the group. The vendor that submits the response will be considered legally responsible for the response (and the Contract, if awarded).

List here the company names of all of those with whom you are entering into a joint venture for this Contract: (if required, attach additional sheets to the response):

NONE

14. SECURE PROTECTION AND DATA HANDLING

14A. Network Security. Vendor agrees at all times to maintain network security that, at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor agrees to maintain network security that conforms to one of the following:

1. Those standards that the State of MN applies to its own network, as found at http://www.state.mn.us/mn/externalDocs/OET/Minnesota_Enterprise_Technical_Architecture_201_051906123444_Enterprise%20Technical%20Architecture%20%202%2001.pdf and elsewhere;
2. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
3. Any generally recognized comparable standard that Vendor then applies to its own network.

14B. Data Security. Vendor agrees to protect and maintain the security of data with protection. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.

14C. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with the State of MN and/or any other parties expressly designated by State of MN – shall take place via secure means, e.g. HTTPS or FTPS.

14D. Data Storage. Vendor also agrees that any and all State of MN data will be stored, processed, and maintained solely on designated target servers and that no State of MN data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.

14C. Data Encryption. Vendor agrees to store all State of MN backup data as part of the its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

14D. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the contract, if awarded. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no State of MN data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of MN.

14E. End of Agreement Data Handling. The Vendor also agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of MN data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State of MN, whichever shall come first.

14F. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of MN and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

15. SOFTWARE AND LICENSING AGREEMENTS.

Responders are instructed to include with their bid any license agreements, maintenance agreements, or any other documents pertinent to this product. Review and approval by the State will be required prior to final award. Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company.

16. ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.

Responders must download a Word document from the following link:

[http://www.mmd.admin.state.mn.us/process/admin/documents/11420S988onlinereportingsystmrfp\(1\).doc](http://www.mmd.admin.state.mn.us/process/admin/documents/11420S988onlinereportingsystmrfp(1).doc)

This document contains solicitation items and quantities for entering price information. In order for you to download the document, you must type or copy and paste the links file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk. If the "Save As..." feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

17. ESCROW AGREEMENT.

Since it is one goal of this procurement to rely upon the Contract Vendor to provide overall system support and maintenance/subscription services, the Contract Vendor is not required to provide the source code directly to The State of MN. However, in order to protect the State of MN investment, the Contract Vendor must ensure that the original and modified source code shall be held for safe keeping by an independent third party. NOTE: If the Contract Vendor is willing to provide the source code directly to State of MN to include all the provisions and items specified in Section 17-I through Section 17-V of the Special Terms and Conditions, then the Contract Vendor shall not be required to have the source code kept in a third-party escrow account.

- I. The Contract Vendor must place in escrow, with an escrow agent approved by the State of MN and pursuant to an escrow agreement, the form of which shall be approved by the AMS (Acquisition Management Specialist), the computer source code for all system components provided by the Contract under the Contract as described herein. The escrow agreement must not conflict with or change the terms, provisions, and conditions of the Contract described herein.
 - A. Approved Escrow Agents shall be characterized by, but not be limited to, the following:
 1. operate their own intellectual property media vault;
 2. carry at a minimum 2 million dollars worth of Errors & Omissions insurance coverage;
 3. have legal advisor(s);
 4. have strong background in administering deposit verification tests;
 5. have consistent and verifiable standards in place, such as ISO registration; and
 6. are a stable, longstanding organization, working with at least 3,000 clients worldwide.
- II. Further, the Contract Vendor shall place all updates, improvements, enhancements or modifications to the source code in escrow within sixty (60) working days upon their release. The escrow agreement must provide that the escrow agent shall notify the State of MN of the receipt of the initial deposit and all subsequent deposits to the escrow. The Deposit Materials must be readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys must have also been deposited. All references in the Contract to the Deposit Materials shall include the initial Deposit Materials and any updates. Notwithstanding the foregoing, should any update not be required to the Deposit Materials, then the Contract Vendor shall, every six months, send a letter to the Licensee with a copy to the escrow agent stating that such update is not applicable, required or necessary. The letter must reference the State of MN contract number.
 - A. For a successful deposit, the deposited materials must include in the each escrow deposit:
 1. Two copies of the source code for each version of the licensed software on magnetic media, in the original programming code language
 2. Source Code for Each Version (including all tiers of the architecture)
 3. Source code print out (on paper, microfilm or CD-ROM)
 4. All manuals necessary for operation (i.e. installation, operator, user)
 5. Maintenance tools (test programs, program specification)
 6. Proprietary or third party system utilities (compiler & assembler descriptions)
 7. Descriptions of the system/program generation
 8. Necessary non-licensor proprietary software or a listing of such software if licensor rights do not allow deposit in escrow

9. All non-normative hardware or software required for proper usage and specification of where such items may be obtained
10. Menu and support programs and subroutine libraries in source and object form
11. Compilation and execution procedures in human and machine readable form (may be supplemented with a video explanation by programming personnel)
12. A list of any encryption keys or passwords used in the escrow deposit
13. All other necessary and available information that would assist the licensee in the reconstruction, maintenance or enhancement of the licensed material

III. Failure to deposit any or all of the source code with the escrow agent, including all updates, improvements, enhancements, and modifications, or to fully comply with all requirements defined herein, may be considered a material breach of the Contract.

IV. Instances in which the source code would be removed from escrow and given to the State of MN would include, but are not limited to the following:

- A. Contract Vendor's uncured material breach of Contract, which results in the immediate termination of Contract. The Contract Vendor's failure to carry out obligations imposed on it pursuant to the Contract;
- B. Abandonment of product support by Contract Vendor, Contract Vendor's agent, and/or firm to which the source code was sold. The Contract Vendor's failure to support the product as required by the Contract;
- C. Contract Vendor's dissolution;
- D. Contract Vendor's bankruptcy or insolvency and the creditor in receivership of the assets in escrow states that he/she is not able or willing to provide support to MDHR. The Contract Vendor's failure to continue to do business in the ordinary course; and/or
- E. Joint written instructions from Contract Vendor and Licensee.

V. At the State of MN's request during the entire Contract life, the State of MN shall have the right to conduct a total of three (3) random audits of the deposit to ensure accuracy and correctness of the deposit. the State of MN shall give the Contract Vendor and the escrow agent a fifteen (15) day written notice of any planned audit, in which the escrow agent shall be required to release the deposit to authorized State of MN personnel. An audit shall be conducted on the State of MN's operation system in order to verify the accuracy and correctness of the deposit. After the receipt and installation of the deposit, the audit and the return of the deposit shall not exceed forty-five (45) working days. The escrow agent shall notify the State of MN and the Contract Vendor of the receipt of returned deposit after an audit has been conducted.

18. COMPATABILITY.

Must be compatible with the Minnesota emergency medical reporting system (also known as MNSTAR) for those fire departments that also provide EMS responses. EMS services reported through this application will be automatically be transferred to the MNSTAR Application. These specifications can be found at:
<http://www.emsrb.state.mn.us/emsdata.asp>. Respond in detail, Attachment A, #11.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☒ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

- (1) the identity of the company and its location (identify if subcontract vendor) performing services outside the United States;

NA

- (2) the location where services under the Contract will be performed;

NA

- (3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

NA

Attachment enclosed at (state where): NA

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: ImageTrend, Inc.

Authorized Signature: 

Printed Name: Michael J. McBrady

Title: President

Date: 7/28/2008 Telephone Number: 952-469-1589

STATE OF MINNESOTA



CERTIFICATE

OF COMPLIANCE

The ImageTrend, Inc. is hereby certified by the Department of Human Rights, State of Minnesota, as having an affirmative action plan approved by the Commissioner. This certification shall extend for two years beginning February 25, 2008 and is subject to revocation or suspension by the Commissioner of Human Rights for failure to make a good faith effort to implement the affirmative action plan.

A handwritten signature in cursive script, appearing to read "D. K. R. L.", is written over a horizontal line.

Commissioner of Human Rights



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2449
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	<u>1</u>	Date of Addendum:	<u>July 18, 2008</u>
Due Date, Time:	<u>JULY 29, 2008 @ 3:00 P.M.</u>	Revised Date, Time:	<u>No Change</u>
Acquisition Mgmt. Spec.:	<u>DAN DUFFY</u>	Agency:	<u>DEPARTMENT OF PUBLIC SAFETY</u>
Web Registration No.:	<u>11420</u>		
Title:	<u>ON-LINE FIRE REPORTING SYSTEM</u>		

SCOPE OF ADDENDUM

QUESTIONS RECEIVED BY DUE DATE AND TIME OUTLINED IN THE RFP.

Question #1. Appendix A, item 13 - How many different vendors are anticipated to be importing the data based upon NFIRS 5.0? Please identify these vendors, if known.

Answer #1. At present, there are seven known vendor's products used by fire departments to submit data to the State Fire Marshal. They are: Bio-Key International, FD Software, FireHouse, Fire Programs, Image Trend, New World Systems, and NFIRS On-Line.

Question #2. Appendix A, item 17 - Are there sample reports available that MN would like incorporated into the system?

Answer #2. All aspects of data collection would need to be subject to output reports. Critical information includes, but is not limited to: incident date, incident time, day of week, month of year, type of incident, response resources, fire cause, fire spread, damage, etc. Individual users need to be able to obtain prepared reports or to extract data capable of being manipulated into reports by standard software (such as Microsoft Access or Excel).

Question #3. Will any legacy data need to be imported? If so, would the data need to be imported before go live or can the system go live before the legacy data is imported? Are any details available such as the current volume of data and the database or file format information specifications of the existing data?

Answer #3. This is not a requirement but may be an option that the State Fire Marshal would consider based on cost.

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

Question #4. Explain work flow of your system?

Answer #4. are not sure we fully understand the question. Reports are completed by local fire departments. This system would allow them to enter their incident reports on-line. Some fire departments have commercially-available software and may continue to enter their incident data by that means. The vendor for this RFP must be able to accept data from either format (on-line or from a commercial vendor that complies with the federal system, called NFIRS)

Question #5. What are your objectives or what problem do you want to solve from new system?

Answer #5. This question was addressed in the RFP; see RFP page 25.

Question #6. Currently are you using any application for your business problem?

Answer #6. The State Fire Marshal currently uses Firehouse to import data. Once the data is imported and provided to the United States Fire Administration (USFA), it is stored in Microsoft Access.

Question #7. What type of solution are you looking for?

Answer #7. This question was addressed in the RFP; see RFP page 25.

Question #8. Elaborate Roles of NFIRS and MNSTAR?

Answer #8. NFIRS is the national standard (National Fire Incident Reporting System); MNSTAR is the state ambulance reporting system. Links are provided for technical information in the RFP: see Appendix A, item 10 on page 34 for NFIRS; see Appendix A, item 12 on page 34 for MNSTAR

Question #9. What are the Platform of NFIRS 5.0 and MNSTAR?

Answer #9. Same response as to number 8 question.

Question #10. Do you want any kind of integration of system with NFIRS 5.0 and MNSTAR?

Answer #10. Since many fire departments also do emergency medical services, it would be ideal to have a common system for both. At a minimum, the fire incident web-site should provide a link to the EMS web-site, the data should be in a format that is capable of being imported and exported across data platforms, and the input screens and output reports should function in a similar manner (whether in the NFIRS or MNSTAR system).

Question #11. Do you have an existing database? If yes, then what is the platform and size of the database and can we access your database?

Answer #11. The State Fire Marshal currently uses Firehouse to import data. Once the data is imported and provided to the United States Fire Administration (USFA), it is stored in Microsoft Access. The current file size per year of data varies from 565 MB to 1.5 GB.

Question #12. If you don't have an existing database then do you want us to develop a database for the system?

Answer #12. Not applicable; we have an existing system. We will consider the option of importing existing legacy data from past years if that is an option available at a reasonable cost.

Question #13. Do you have any technology preference for database design?

Answer #13. We would prefer Microsoft SQL, but this is not required.

Question #14. What is size of database are you looking for?

Answer #14. The current file size per year of data varies from 565 MB to 1.5 GB.

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

Question #15. Do you require any kind of analysis of data or do you just want to generate Reports given format?

Answer #15. We do not anticipate that the vendor will be asked to analyze data; the vendor's role is to provide reports or the export of data into a format compatible with common software report programs (such as Oracle or Microsoft Access or Excel)

Question #16. Is there any security level for accessing data?

Answer #16. See the RFP – Appendix A, item 14. Individual departments that enter data have access to amend their data but not the data of another department. The State Fire Marshal has access to all data in the system.

Question #17. Do you have any technology preferences for the web-based system?

Answer #17. We would prefer Microsoft.NET, but it is not required.

Question #18. Can you provide some sample of reports?

Answer #18. Copies of past State Fire Marshal Annual Reports can be found at: <http://www.fire.state.mn.us/firemfirs.html#MFIRS%20Reports>. The reports use tables, bar graphs, pie-charts, line graphs, etc.

Question #19. Do you have any preference for technology and look & feel of reports?

Answer #19. Copies of past State Fire Marshal Annual Reports can be found at: <http://www.fire.state.mn.us/firemfirs.html#MFIRS%20Reports>. The reports use tables, bar graphs, pie-charts, line graphs, etc.

Question #20. Are the number of reports you want to generate fixed or variable? If variable, then do you have any figure and how often Reports will vary?

Answer #20. We are looking for vendors to identify the types of reports that might be possible. There should be some standard output reports (such as incident date, incident time, day of week, month of year, time of day, response time, number of units responding, number of firefighters responding, type of incident, response resources, type of occupancy, fire cause, fire spread, damage, etc.). Data-mining capabilities are encouraged.

Question #21. Do you want any kind of scheduling features for generating the reports?

Answer #21. No; these would be user-generated reports.

Question #22. Who are the user and driver of project? Are they same or different?

Answer #22. This is answered in the RFP; see page 25.

Question #23. What is the urgency of deliverables?

Answer #23. This is answered in the RFP; see page 25 and Appendix G (page 40).

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.

This addendum shall become part of the RFP and **MAY** be returned with the RFP.

COMPANY NAME: ImageTrend, Inc.

SIGNATURE: Michael J. McBrady

PRINTED NAME: Michael J. McBrady

TITLE: President

DATE: 7/28/2008

For TTY/TDD communication, contact us through the Minnesota Relay Service at 1.800.627.3529.



Application Support Service Level Agreement (SLA)

This agreement exists for the sole purpose of creating some basic rules binding ImageTrend and all of its application support customers. It is part of our guarantee for exceptional service level for as long as the system annual support fee is contracted. Please make sure you have read and agreed to this document before submitting any payment to our company.

1. Technical Support

ImageTrend will provide ongoing support for one year (or as long as contracted) after installation for the customer for any software application errors. This includes continued attention to product performance and general maintenance, but does not include any server related issues, since the application will be installed on the client's servers.

ImageTrend offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

ImageTrend's Support Team is available 24x7 at support@imagetrend.com as well as Monday through Friday from 8:30 am to 5:30 pm CST at:

Toll Free: 1-888-469-7789

Phone: 952-469-1589

2. Maintenance and Upgrades

Included in the ongoing support and warranty during the first year (or as long as contracted) of system usage for the customer are system/product maintenance and upgrades. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and may occur twice a year and include minor and major product changes. Customers are notified in advance of scheduled maintenance. ImageTrend offers multi-level technical support. We provide level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to ImageTrend.

3. Incident Reporting

Submission

All support requests received by either direct phone contacts and support@imagetrend.com are recorded by client, incident description and disposition into our support log.

ImageTrend's commitment to service ensures that projects stay on track by anticipating and resolving unexpected issues quickly. ImageTrend Project Management allows project shareholders to identify, prioritize, assign and solve issues based on critical status. Progress is tracked for each issue on the way to resolution.

The Support/Issue queue displays the list of issues and can be sorted by age, ID, reporter, and subject. Graphical aging status keeps project members informed of pending issues, and helps keep the project on track. In addition, each issue upon completion is then marked as 'Closed' and saved for documentation.

In addition to tracking issues, the Support/Issue queue tracks HIPAA incidents. This in turn automatically notifies all designated parties for further action, which may be reporting or further security procedures, such as password changes.

5. Service Requests (enhancements)

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one client and deemed to be outside of the original scope of the product, then a change order is written and presented to the Client. These requests are subject to our standard rates and mutual agreement. Clients review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by ImageTrend using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and uses cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

6. Escalation

ImageTrend has available for their Clients telephone and/or electronic mail support during ImageTrend's normal business hours (8:30 a.m. to 5:30 p.m. Central Standard Time, Monday through Friday, excluding holidays). Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue immediately, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately brought to the attention of both the X-Team and Senior Management.

Web Hosting Service Level Agreement (SLA)

ImageTrend commits itself to offer an exceptional level of service to our customers. The web hosting Service Level Agreement (SLA) guarantees your web site's or application's availability, reliability and performance. This **Service Level Agreement (SLA)** applies to any site or application hosted on our network. Please make sure you have read and agreed to this document before submitting any payment to our company.

1. Web hosting network

Our top priority is to provide all customers with mission-critical levels of service. And because we feel that the level of service our customers receive should be beyond their expectations, we are committing ourselves to continuously evaluate and enhance the performance of our network.

2. Web hosting environment

The parties acknowledge that ImageTrend's Server Farm is located in One Financial Plaza Suite B20, 120 6th St South Minneapolis, Minnesota (the "Server Location"). Subject to paragraph 3 below, ImageTrend covenants and agrees to maintain a high speed/high band width hosting environment pursuant to the specifications listed below:

- 100 megabit/s connectivity with redundant connections to multiple tier-1 backbone providers (XO Communications and Time Warner Telecommunications)
- Dual Intel Xeon Processors
- Fault tolerant storage
- 24/7 site and server monitoring
- Microsoft IIS Web Server

3. Uptime guarantee

ImageTrend has a **99.9% Uptime Guarantee** on ALL web hosting plans. ImageTrend has ensured the availability of qualified engineers known as the "X-Team" around the clock, ready to intervene should the need arises 365 days per year and 24 hours a day.

4. Customer support

ImageTrend is committed in providing an exceptional level of support for the whole lifecycle of customer web sites.

Application Phone Support: ImageTrend will answer questions and help your staff and users with operational problems via telephone and e-mail as they use the application. 8:30 AM – 5:30 PM CST for Technical Phone Support

5. Data protection

ImageTrend addresses customer privacy issues very seriously. ImageTrend therefore guarantees not to use or make available any personally identifiable information other than administering the client's account and collecting usage statistics in order to improve our products and services specifications. During the term of this Agreement and after termination or expiration of this Agreement, ImageTrend will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by client's and others on ImageTrend's website and acknowledges that all such information is confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the terms and conditions of this Agreement, technical information, price lists, data and business plans. Confidential Information is the exclusive property of the disclosing party and may be used by the receiving party solely in the performance of its obligations under this Agreement. ImageTrend acknowledges that its handling of information on behalf of client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense. This Confidential Information section and all obligations contained therein will survive any termination or expiration of this Agreement.

6. Insurance

ImageTrend has sufficient liability and errors and omissions insurance insuring against any loss, cost or expense in the event that any such data are lost, mistransmitted or diverted by any party either accidentally or intentionally for any reason.

7. Termination cancellation and suspension of service

Each of our customers reserves the right to cancel and terminate its subscription with ImageTrend at any time and for any reason. If the date the customer decides to cancel his/her subscription is already paid, the customer will not be entitled to compensation for the remaining of the given month. However in some cases where payment has been received within one or two days earlier, the billing department may provide a full refund minus any charges occurred by our merchant account provider.

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time of the payment made to us.

8. Service disruption caused by customer actions



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2449
Fax: 651.297.3996

SEPTEMBER 25, 2008

Michael J. McBrady
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

Dear:

The following documents are enclosed for you to complete and return. Please sign and return all sets of documents:

- Notification of Contract Award 440134, for On-Line Fire Reporting System
- Exhibit A, modified language that is added to contract.
- Exhibit B, work order form.
- Exhibit C, showing the terms and specific items awarded.
- Exhibit D, Escrow Agreement.

Please execute the documents and return them to **Nancy Rafferty** at the above address by **OCTOBER 1, 2008**.

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Dan Duffy
Acquisition Management Specialist
Enclosures

2008 SEP 26 P 3:40
MATERIALS MGMT DIV
DEPT OF ADMINISTRATION
STATE OF MINNESOTA

INSTRUCTIONS

Return the signed sets of documents to the MMD office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- ⇒ A corporate power of attorney, or
- ⇒ A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective. The letter or resolution must be **dated the same date as the other required documents**.



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.340.7755
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Michael J. McBrady
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

CONTRACT NO: 440134
RELEASE NO: S-988(5)
CONTRACT PERIOD: OCTOBER 1, 2008
Through SEPTEMBER 30, 2010
EXTENSION OPTION: 36 months

You are hereby notified that your response to our solicitation, which opened July 29, 2008, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: On-Line Fire Reporting System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. IMAGE TREND, INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Michael J. McBrady
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Del S. Orr
Title: Acquisition Management Specialist
Date: September 30, 2008

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative

By: _____
Date: SEP 30 2008
By Bernadette Kopischke



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.340.7755
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Michael J. McBrady
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

CONTRACT NO: 440134
RELEASE NO: S-988(5)
CONTRACT PERIOD: OCTOBER 1, 2008
Through SEPTEMBER 30, 2010
EXTENSION OPTION: 36 months

You are hereby notified that your response to our solicitation, which opened July 29, 2008, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: On-Line Fire Reporting System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. IMAGE TREND, INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Michael J. McBrady
Title: _____
Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: _____
Title: Acquisition Management Specialist
Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____
Title: _____
Date: _____

By: _____
Date: _____



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.340.7755
Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Michael J. McBrady
ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044

CONTRACT NO: 440134
RELEASE NO: S-988(5)
CONTRACT PERIOD: OCTOBER 1, 2008
Through SEPTEMBER 30, 2010
EXTENSION OPTION: 36 months

You are hereby notified that your response to our solicitation, which opened July 29, 2008, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: On-Line Fire Reporting System.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. IMAGE TREND, INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Michael J. McBrady
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: _____
Title: Acquisition Management Specialist
Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____
Date: _____

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION
ADDITIONAL CONTRACT LANGUAGE
EXHIBIT A**

This Contract, for the provision of Software: On-Line Fire Reporting System, is entered into between the State of Minnesota, acting through the Department of Administration, Materials Management Division ("State"), and ImageTrend, Inc. ("Contractor")

The State and Contractor agree and covenant between themselves to the following terms and conditions:

1. Elements of the Contract.

1.1 This Contract consists of the following elements:

- 1.1.1 The contractual terms and conditions that follow;
- 1.1.2 The State's Request for Bid (RFP) for On-Line Fire Reporting System, Opened July 29, 2008, incorporated herein by reference; and
- 1.1.3 Contractor's response to the RFP and subsequent clarifications and negotiation, which is incorporated herein by reference; and

The following terms and conditions have been clarified or negotiated between the State of Minnesota and Contractor. To the extent these terms and conditions clarify or add to the terms and conditions set forth in the State's RFP, these terms and conditions shall be read in conjunction with the terms and conditions in the State's RFP. To the extent the following terms and conditions conflict with the terms and conditions set forth in the State's RFP these terms and conditions shall take precedence over the terms and conditions set forth in the RFP.

2. **Information Privacy and Security.**

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

2.1 **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

2.2 Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

2.3 Contractor's Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

2.4 State's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.

- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

2.5 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

- 2.6 Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

- 2.7 Additional Business Associate Duties.** To the extent CONTRACTOR handles protected health information in order to provide health care-related administrative services on behalf of STATE and is a "Business Associate" of STATE, as that term is defined in HIPAA, CONTRACTOR shall also:

- (a) Make available protected health information in accordance with 45 CFR §164.524.
- (b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
- (c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
- (e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528

Contract No. 440134

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

**CHANGE ORDER FORM
EXHIBIT B**

See Attached:

To: Client
Contact
Department
Address
City, State Zip
Phone Number
Email



C.R. #

Submitted By	Project Name and Number	Date
Change Request Details		
Description of Change		
System Components Affected		
Estimated Completion Date		
Date _____		
Firm Change Requirements	Hours	Rate Firm Cost
Training	_____	\$ -
Hours of Programming	_____	\$ -
Hours of Designing	_____	\$ -
Hours of Project Management	_____	\$ -
Hours of Documentation	_____	\$ -
Hours of Other Performance	_____	\$ -
Training is not to be requested per this document. State of MN must issue a PT Contract for a Change Request referencing State Contract #441034. Total Cost		

Date:

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

**PRICE CONTRACT
EXHIBIT C**

As stated in the Notification of Contract Award,
this Contract incorporates the terms, conditions and
specifications of the solicitation and response at
the prices attached.

TERMS: NET 30

DELIVERY: As Requested

Go-Live Date: To be determined

Software License, hosting and support period shall begin at go live date.
One year is defined as one calendar year from go live date.

Implementation

Implementation of Software
(October 1 though "go-live" date) \$15,000 (services to be invoiced monthly through go-live date)

Costs (PO to be issued and to be invoiced on to be determined , "go-live" date of product)

*Software License – 2 Yrs	\$120,000 initial payment for 2 years, with no cost for subsequent years
Server Hosting	\$16,200 per year for full life of the contract
Annual Support & Upgrades	\$19,200 for year 2 (no cost for year 1) and subsequent years of the contract

*Includes import of "legacy" data, Fire Department Payroll, Inventory/Equipment, Tracking of Staff Training/Certification and Staff Tracking/Staff Management features

Modules - To be purchased as requested by the State of Minnesota (if purchased initially, on PO with Software License)

Investigative Module	\$32,000 (one time cost)
Inspection Module	\$18,000 (one time cost)
Pre-Fire Planning Module	\$12,000 (one time cost – includes locations and occupants)
Visual Informatics	\$48,000 (one time cost)
Other Modules	Minimum 10% discount for other modules including field modules for departments

****Customization (Change Request Required for Payment – see Exhibit B)**

Customization	10 hours at "No Cost"
Customization Rate	\$110 per hour

** Customization includes the following: programming, designing, project management, documentation and other performance

Training

Web Training	15 hours at no cost. Additional hours at \$100 per hour
Administrative Training	Two days at no cost
10 Days of Group User Training Throughout the State of Minnesota	\$10,000 (\$1,000 per training)
Additional Group User Training	\$1,000 per day (A separate PO will be issued if requested)
Train the Trainer	\$1,000 per day (A separate PO will be issued if requested)

Contract No. 440134

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

**ESCROW AGREEMENT
EXHIBIT D**

See Attached:

Escrow Agreement

Client and ImageTrend, Inc. shall enter into a Technology Escrow Agreement that sets forth the conditions under which access to the ImageTrend Software will be released to Client in the "Event" of an occurrence such as ImageTrend's dissolution.

An "Event" shall be defined as:

1. Action by or against ImageTrend under any state corporation or similar law for the purposes of dissolution;
2. Action by or against ImageTrend under any state insolvency or similar law for the purpose of its bankruptcy or liquidation;
3. A voluntary filing by ImageTrend of a petition for relief under Chapter 7 or Chapter 11 of the United States Bankruptcy Code;
4. The filing of an involuntary petition in bankruptcy against ImageTrend that is not dismissed within sixty (60) calendar days after its filing;
5. The occurrence of a material breach by ImageTrend of its obligations to provide support and maintenance of the ImageTrend Software, which material breach is not cured by ImageTrend within 180 days after ImageTrend's actual receipt of notice of such material breach from Client.
6. Contract Vendor's uncured material breach of Contract, which results in the immediate termination of Contract. The Contract Vendor's failure to carry out obligations imposed on it pursuant to the Contract;
7. Abandonment of product support by Contract Vendor, Contract Vendor's agent, and/or firm to which the source code was sold. The Contract Vendor's failure to support the product as required by the Contract;
8. Joint written instructions from Contract Vendor and Licensee.

The term " ImageTrend Software " means, collectively, source code deposited on computer magnetic media, test programs and program specifications, compiler and assembler descriptions, descriptions and locations of third-party computer programs required to use or support the ImageTrend Software, and technical documentation that ImageTrend uses to maintain or support the ImageTrend Software.

In the occurrence of an "Event", ImageTrend's escrow agent, Iron Mountain, will be the sole arbiter of access to the ImageTrend Software.

ImageTrend agrees to update the escrowed copies of software and documentation annually so the most recent version or release and include all available patches, updates and modifications.

If the ImageTrend Software is released to Client in accordance with the terms of this proposal and the terms of this Escrow Agreement, Client agrees that it may use the ImageTrend Software solely for the purpose of enabling Client to itself internally support and maintain its Licensed Use of the ImageTrend Software during the term in accordance with the terms and conditions of this proposal.

All Notices to Beneficiary will be sent to the contact set forth below (to be completed by client).

PRINT NAME:		STREET ADDRESS	
TITLE:		PROVINCE/CITY/STATE	
EMAIL ADDRESS		POSTAL/ZIP CODE	
PHONE NUMBER		FAX NUMBER	

Agreed and accepted:

ImageTrend:

Date:

Client :

Date:

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
ACQUISITION SERVICES**

CONTRACT TITLE: ON-LINE FIRE REPORTING SYSTEM

AGENCIES COVERED: PUBLIC SAFETY AND ALL CPV MEMBERS

ACQUISITION MANAGEMENT SPECIALIST: DED

PHONE: 651.201.2449

FAX NO.: 651.297.3996

DUE DATE AND TIME: **Tuesday July 29, 2008 @ 3:00 P.M. CENTRAL TIME, USA**

The Request for Proposal (RFP) was advertised on the MMD website on 3rd day of July, 2008, and remained posted until after the time stated above.

A copy of the RFP for the above Contract was posted in the "Advertised Bids" book at the Department of Administration, Materials Management Division, 112 Administration Building, St. Paul, Minnesota, on the 3rd day of July, 2008, and remained posted until after the time stated above.

The RFP was sent by email on the 3rd day of July, 2008, for the above Contract to the responders as shown on the attached sheet.

ROOM RESERVED: [Room Reserved]

CERTIFIED BY: Kimberly S. Olson

DATE EMAILED: July 3, 2008

CONTRACT RELEASE: S-988

PATH AND FILE NAME:



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651. 6651-201-2449
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: ON-LINE FIRE REPORTING SYSTEM

DUE DATE: July 29, 2008

TIME: 3:00 p.m. Central Time



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651. 651.201.2449
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: On-Line Fire Reporting System
DUE DATE: July 29, 200 at 3:00 P.M. Central Time
TIME: 3:00 P.M. CENTRAL TIME, USA
PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155
CONTACT: DAN DUFFY
Acquisition Management Specialist
Dan.duffy@state.mn.us
PHONE: 651.201.2449
FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution through September 30, 2010 with the option to renew up to 36 months upon agreement of both parties.

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 90 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide On-line Fire Reporting System. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State=s right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

DAN DUFFY

Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996

E-mail: dan.duffy@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	July 3, 2008
Cutoff Date for Questions	July 17, 2008
Response Due Date	July 29, 2008

PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

SUBMITTING QUESTIONS

The deadline for submitting questions is July 17, 2008. Questions must be submitted in writing to the Acquisition Management Specialist listed above. All questions received by the cutoff date will be responded to via an addendum to all responders.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder=s ability to meet the requirements.

Each response must be submitted with the pricing components separated in a sealed envelope and marked **APricing Proposal.@** All other applicable material must be submitted together and marked **AGeneral Proposal.@**

Submit one original and 5 copies of the response in written form. The original copy of the response must be signed by an authorized member of the firm and marked **AOriginal.@** Responses are to be sealed in mailing envelopes or packages with the responder=s name and address clearly written on the outside.

Costs for developing a response to this RFP are entirely the responder=s responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. THIS IS A **REQUEST FOR PROPOSAL**; NOT A PURCHASE ORDER.

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. PREPARATION OF RESPONSE

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE ORIGINAL** and five (5) copies of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

- c. The **AFFIRMATIVE ACTION DATA PAGE** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, Subd. 1, as amended, pertaining to affirmative action certificates of compliance.
- d. The **TRADE SECRET INFORMATION FORM** should be filled out and returned with your response.
- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.
- f. The **SERVICE and DELIVERY** form should be completed and returned with the response.
- g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.
- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.
- i. When included, the **EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS** form should be completed and returned with the response.

- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.
 - k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.
 - l. The **Immigration Status Certification** form should be completed and returned with the response.
3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
 4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
 5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
 6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 54 and 60 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. ' 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.
8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days= written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.
9. **STATE AUDITS (Minn. Stat. ' 16C.05, Subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.
11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP and where the State believes, at

its sole discretion, that it will receive the best value. First consideration will be given to the responder with the highest total points. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. The final award decision will be made by the commissioner of Administration or designate. The Commissioner may accept or reject the recommendation of the evaluation team.

13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
14. **INSURANCE.** The successful responder will be required to provide a copy of a Certificate of Insurance, including the **workers= compensation insurance** coverage requirements of Minn. Stat. ' 176.181, subd. 2, as per the attached **CERTIFICATE OF INSURANCE**, prior to execution of the Contract.
15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. ' 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. ' 13.37, the responder must:
 - a. clearly mark all trade secret materials in its response at the time of the response is submitted,
 - b. include a statement with its response justifying the trade secret designation for each item, and
 - c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State=s award of a Contract. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
 - a. Reject any and all responses received;

- b. Select, for contracts or for negotiations, a response other than that with the lowest cost;
 - c. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. Negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. Request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
 - f. Terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.
18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read Net 30 days. The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.
19. **TAXES.** State agencies are subject to paying Minnesota sales and use taxes. **DO NOT** add sales tax to the prices being offered. Taxes will be paid to the Department of Revenue using Direct Pay Permit #1114, unless otherwise instructed in the Special Terms and Conditions of this solicitation.
20. **PURCHASING CARDS.** Contract Vendors will accept a purchasing card for order placement, in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.
21. **PRICES.** Prices shall remain firm for the life of the Contract unless escalation is allowed in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.
- a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the deliver-to address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.
 - b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.
23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, installation, and during the entire time the goods and/or equipment are in possession of the State, unless and until such time as unencumbered title is vested in the State and the goods and/or equipment are in exclusive possession of the State.
24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.

25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.
27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.
28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

DAN DUFFY
Acquisition Management Specialist
50 Sherburne Avenue
112 Administration Bldg.

Fax: 651.297.3996

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its best value by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

- a. Gives the responder taking the exception a competitive advantage over other vendors, or
- b. Gives the State something significantly different from that which the State requested.

35. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

36. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).
37. **AMENDMENT(S).** At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be

asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

38. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

39. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion B Lower Tier Covered Transactions.

Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion B Lower Tier

Covered Transaction,@ without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

40. **NONVISUAL ACCESS STANDARDS.** Nonvisual access standards require:

That the effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

41. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor=s response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.
42. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
43. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

44. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State=s authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State=s authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor=s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

45. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State=s requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State=s prior approval.

46. **TG/ED PREFERENCE.** In accordance with Minn. Stat. ' 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division=s web site at www.mmd.admin.state.mn.us under AVendor Information, Directory of Certified TG/ED Vendors.@

To verify TG eligibility for preference, refer to the Materials Management Division=s web site under AVendor Information, Targeted Groups Eligible for Preference in State Purchasing@ or call the Division=s Help Line at 651.296.2600.

47. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification, Hold Harmless, and Limitation of Liability 9. State Audits, 15. Government Data Practices, 24. Governing Law, 25. Jurisdiction and Venue, 59. Intellectual Property Indemnification, and 31. Publicity.

48. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

49. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.

a. Covered Contracts and Contract Vendors. If the Contract exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. ' 363A.36, Subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. ' 363A.36, Subd. 1, because it employed more than 40 full-time employees in another state and

which does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- b. Minnesota Statutes Section 363A.36, Subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and Contract consequences in that event. A Contract awarded without a certificate of compliance may be voided.
- c. Minnesota Rules 5000.3400-5000.3600 implement Minn. Stat. ' 363A.36, Subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor=s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and Contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

“AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, Subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.
 - (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the contractor is bound by the terms of Minn. Stat. ' 363A.36, Subd. 1, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor=s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of this Contract by the commissioner or the State.
 - f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. ' 363A.36, Subd. 1 and Minnesota Rules 5000.3400 to 5000.3600 and is aware of the consequences for noncompliance.

50. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.
51. **HAZARDOUS SUBSTANCES.** Not applicable.
52. **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding product compliance with State requirements. The Contract Vendor=s catalog and other marketing materials utilized to offer products under this Contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the Nonvisual Access Standards (Minn. Stat. Ch. 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer=s warranty, using paper with a post-consumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.
53. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.
54. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. ' 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret", the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.
55. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
 - ! a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - ! the Contract Vendor=s objectivity in performing the work is or might be otherwise impaired; or
 - ! the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration=s Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms AContract,@ AContract Vendor,@ and AAMS@ modified appropriately to preserve the State=s rights.

56. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. ' 270.65 Subd. 3 Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
57. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn.

Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

58. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
59. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

60. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED. Not applicable.

61. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
—or—
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ? We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in bids or proposals becomes public upon completion of the evaluation process for proposals and negotiations are complete, or upon completion of the selection process for bids. However, trade secret information as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in bids and proposals is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain trade secret information. I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain trade secret information because it contains data that:
1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my bid/proposal contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be trade secret information in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this bid/proposal, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the state's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the state in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this ____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT. Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award). The report on Contract usage must consist of the total dollars expended, broken down by State agencies and CPV members unless specified otherwise in the Special Terms and Conditions. Contract Vendors are required to report periodically as indicated below. **Failure to provide these reports may result in Contract cancellation.** The following reporting frequency is required, at a minimum:

- \$ Annual
- \$ Final report after the end of the Contract

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content (post-consumer: _____ %)	MU = Multiple Codes Specify: _____
RK = Reduced Packaging	TO = Other Specify: _____
	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: **G**_____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☒ Yes ☐ No

If yes, list the components that contain mercury:

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

**EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS
(Participation is at the discretion of the CPV member)**

Minnesota Statutes Section 16C.03, subd.10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. ' 471.59, subd.1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program.

! By not agreeing to offer the prices in the response to CPV members, the responder does not jeopardize the opportunity for being awarded the Contract.

! The extension of the use of this Contract to CPV members does not include consulting or engineering services, if included in the Contract.

! Prices to the State cannot be increased as a result of including CPV members.

! CPV members can choose to either use the Contract or not, at their option.

! CPV members, when ordering from the Contract, will use their own regular authorized purchase order.

! CPV members are responsible for payment of any purchase orders issued by them.

! The Contract Vendor shall issue invoices to the CPV members that order from the Contract.

! The State makes no prediction or guaranty of usage by CPV members from the Contract.

! It is not the responsibility of the State to issue orders for CPV members, nor to insure the availability of funds for those orders, nor for payment of invoices resulting from those orders.

By selecting ☒ I agree...@ below, the responder agrees to extend their offer to CPV members and to extend all prices and all other terms, conditions, and specifications of the Contract to CPV members (in current membership status as approved by the State=s Materials Management Director) at any time during the period of the Contract.

1. ☒ I agree to offer these prices to CPV members.

2. ☐ I do not agree to offer these prices to CPV members.

Authorized signature: _____
(The individual signing certifies that he/she has signed on behalf of the responder in accordance with General Terms and Conditions No. 4.)

Type or Print Name Clearly: _____

Title: _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. ' 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at www.mmd.admin.state.mn.us/mn02000.htm.

(Note: If approved, you will receive your vendor number three business days after you register.)

Are you a sole proprietorship? _____ Yes _____ No

Are you an independent contractor? _____ Yes _____ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. PURPOSE AND BACKGROUND.

Since 1977, the Minnesota State Fire Marshal Division OF THE Department of Public Safety has operated the Minnesota Fire Incident Reporting System (MFIRS). Fire departments are required by Minn. Stat. 299F.04 to report fire loss data to the State Fire Marshal. The State Fire Marshal, in turn, files the State's fire incident data with the United States Fire Administration (USFA). Effective on 1/1/2009, the USFA will no longer accept fire incident reports under the older version of the National Fire Incident Reporting System (NFIRS). This version, known as NFIRS 4.1, allows fire reports to be completed and filed in paper format. After 1/1/2009, USFA will only accept fire reports filed electronically.

As of 2007 (the last year of full data collection), 412 of Minnesota's 789 fire departments (52% of the state's fire departments) reported their fire incident data to the State Fire Marshal in electronic format (compatible with USFA's newer NFIRS 5.0 system). Overall, Minnesota has one of the highest percentages of fire reporting (96 - 97%). This means that about 1/2 of the state's fire departments will not have a means of complying with the statute requiring reporting or the USFA reporting standards.

The State Fire Marshal is proposing to procure an on-line fire incident reporting system operated and hosted by a third-party vendor where fire departments would file their reports via the internet. The vendor would provide the necessary software and website, maintain the data on their servers, and assist in training and implementation efforts. It will also be the single repository for all fire department reporting data for the entire state.

2. SCOPE.

This project includes the contracting with a vendor that provides the services identified for a period of 2 years with an option to extend a year at a time for an additional 3 years. The vendor is responsible for maintaining the web-based software; for the availability of the application; for the continuing maintenance of the application; and for making necessary upgrades, repairs, or modifications in order to comply with federal and state specifications. The vendor would need to follow state of the art security measures to protect the data against malicious intrusion. The vendor would need to provide redundant data storage and back-up protection features. Fire departments would have access to the data that they submitted to the system. The State Fire Marshal would need access to all system data and data-mining features. The data would be the property of the State of Minnesota.

This is intended to be compatible with and complement the Minnesota Statewide Ambulance Reporting (MNSTAR) system since many fire departments also provide emergency medical services and ambulance transport. MNSTAR is a web-based, statewide medical reporting system administered through the Emergency Medical Services Regulatory Board (EMSRB). MNSTAR has been in existence since 2003.

3. REQUIRED FUNCTIONS.

Appendix A, the *Required Functions*, contains the list of required features. A completed copy of the matrix with details supporting each function/feature must be submitted with the proposal.

4. DESIRED FUNCTIONS.

Appendix B, the *Desired Functions*, contains a list of features that are desired. Points will be awarded based on the ability of the contract vendor to perform these functions.

5. DELIVERY REQUIREMENTS.

The application must be in place as soon as possible after the award of the contract(s). Points will be awarded based on the ability to implement a viable program within a manageable timeframe. See Appendix G.

6. VENDOR PROFILE.

Appendix C to this document, the *Vendor Profile Questionnaire*, contains the vendor profile document. A completed copy of the matrix with detail's supporting each question must be submitted with the proposal. Information on this portion of the responder's packet will be used in determining the vendor's suitability to complete the project and contract.

Contract Vendors performing the tasks required in this section must have a minimum of two (2) years experience, in the past four years, in the industry successfully performing tasks of similar complexity and scale. Responders are required in their proposal for this program, to detail their experience in a narrative format.

7. ADMINISTRATIVE PERSONNEL CHANGES.

The Contract Vendor must notify the AMS of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

8. CONTRACT VENDOR PERSONNEL AND PROJECT MANAGEMENT.

If the need arises to add to or remove any of the Contract Vendor's key personnel named in the transmittal letter, whether permanently or temporarily, the Contract Vendor must provide written notification two weeks in advance to the Acquisition Management Specialist. This notice is only required if the change is for more than 10 consecutive work days excluding normal vacation leave. If the Contract Vendor is adding personnel, the written notification should include the proposed individual's name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.

9. INQUIRIES.

Questions from prospective responders regarding this RFP shall be submitted in writing to the Acquisition Management Specialist no later than July 17, 2008.

10. FOREIGN OUTSOURCING OF SERVICE CONTRACTS.

Responders to this solicitation are required to complete the Location of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.

11. AWARD OF RELATED CONTRACTS.

In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontract vendors and the Contract Vendor shall include a provision requiring compliance with this section.

12. AWARD OF SUCCESSOR CONTRACTS.

In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Contracts between subcontract vendors and the Contract Vendor shall include a provision requiring compliance with this section.

13. JOINT VENTURES.

The State does not preclude joint ventures among groups of vendors when responding to the solicitation. However, one vendor must submit a response on behalf of all the others in the group. The vendor that submits the response will be considered legally responsible for the response (and the Contract, if awarded).

List here the company names of all of those with whom you are entering into a joint venture for this Contract: (if required, attach additional sheets to the response):

14. SECURE PROTECTION AND DATA HANDLING

14A. Network Security. Vendor agrees at all times to maintain network security that, at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor agrees to maintain network security that conforms to one of the following:

1. Those standards that the State of MN applies to its own network, as found at http://www.state.mn.us/mn/externalDocs/OET/Minnesota_Enterprise_Technical_Architecture_201_051906123444_Enterprise%20Technical%20Architecture%20%202%201.pdf and elsewhere;
2. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
3. Any generally recognized comparable standard that Vendor then applies to its own network.

14B. Data Security. Vendor agrees to protect and maintain the security of data with protection. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.

14C. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with the State of MN and/or any other parties expressly designated by State of MN – shall take place via secure means, e.g. HTTPS or FTPS.

14D. Data Storage. Vendor also agrees that any and all State of MN data will be stored, processed, and maintained solely on designated target servers and that no State of MN data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.

14C. Data Encryption. Vendor agrees to store all State of MN backup data as part of the its designated backup and recovery processes in encrypted form, using no less than 128 bit key.

14D. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the contract, if awarded. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no State of MN data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of MN.

14E. End of Agreement Data Handling. The Vendor also agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all State of MN data according to the standards enumerated in D.O.D. 5015.2 and certify in writing that these actions have been complete within 30 days of the termination of this Agreement or within 7 days of the request of an agent of the State of MN, whichever shall come first.

14F. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of MN and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

15. SOFTWARE AND LICENSING AGREEMENTS.

Responders are instructed to include with their bid any license agreements, maintenance agreements, or any other documents pertinent to this product. Review and approval by the State will be required prior to final award.

Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company.

16. ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.

Responders must download a Word document from the following link:

[http://www.mmd.admin.state.mn.us/process/admin/documents/11420S988onlinereportingsystemrpf\(1\).doc](http://www.mmd.admin.state.mn.us/process/admin/documents/11420S988onlinereportingsystemrpf(1).doc)

This document contains solicitation items and quantities for entering price information. In order for you to download the document, you must type or copy and paste the links file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

If the "Save As..." feature does not work from the printed link - you need to put the complete file name and path in your browser's address line and open the document to be able to save the document to a disk. If you need assistance please contact our helpline at 651.296.2600.

17. ESCROW AGREEMENT.

Since it is one goal of this procurement to rely upon the Contract Vendor to provide overall system support and maintenance/subscription services, the Contract Vendor is not required to provide the source code directly to The State of MN. However, in order to protect the State of MN investment, the Contract Vendor must ensure that the original and modified source code shall be held for safe keeping by an independent third party. NOTE: If the Contract Vendor is willing to provide the source code directly to State of MN to include all the provisions and items specified in Section 17-I through Section 17-V of the Special Terms and Conditions, then the Contract Vendor shall not be required to have the source code kept in a third-party escrow account.

- I. The Contract Vendor must place in escrow, with an escrow agent approved by the State of MN and pursuant to an escrow agreement, the form of which shall be approved by the AMS (Acquisition Management Specialist), the computer source code for all system components provided by the Contract under the Contract as described herein. The escrow agreement must not conflict with or change the terms, provisions, and conditions of the Contract described herein.
 - A. Approved Escrow Agents shall be characterized by, but not be limited to, the following:
 1. operate their own intellectual property media vault;
 2. carry at a minimum 2 million dollars worth of Errors & Omissions insurance coverage;
 3. have legal advisor(s);
 4. have strong background in administering deposit verification tests;
 5. have consistent and verifiable standards in place, such as ISO registration; and
 6. are a stable, longstanding organization, working with at least 3,000 clients worldwide.
- II. Further, the Contract Vendor shall place all updates, improvements, enhancements or modifications to the source code in escrow within sixty (60) working days upon their release. The escrow agreement must provide that the escrow agent shall notify the State of MN of the receipt of the initial deposit and all subsequent deposits to the escrow. The Deposit Materials must be readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys must have also been deposited. All references in the Contract to the Deposit Materials shall include the initial Deposit Materials and any updates. Notwithstanding the foregoing, should any update not be required to the Deposit Materials, then the Contract Vendor shall, every six months, send a letter to the Licensee with a copy to the escrow agent stating that such update is not applicable, required or necessary. The letter must reference the State of MN contract number.
 - A. For a successful deposit, the deposited materials must include in the each escrow deposit:
 1. Two copies of the source code for each version of the licensed software on magnetic media, in the original programming code language
 2. Source Code for Each Version (including all tiers of the architecture)
 3. Source code print out (on paper, microfilm or CD-ROM)

4. All manuals necessary for operation (i.e. installation, operator, user)
 5. Maintenance tools (test programs, program specification)
 6. Proprietary or third party system utilities (compiler & assembler descriptions)
 7. Descriptions of the system/program generation
 8. Necessary non-licensor proprietary software or a listing of such software if licensor rights do not allow deposit in escrow
 9. All non-normative hardware or software required for proper usage and specification of where such items may be obtained
 10. Menu and support programs and subroutine libraries in source and object form
 11. Compilation and execution procedures in human and machine readable form (may be supplemented with a video explanation by programming personnel)
 12. A list of any encryption keys or passwords used in the escrow deposit
 13. All other necessary and available information that would assist the licensee in the reconstruction, maintenance or enhancement of the licensed material
- III. Failure to deposit any or all of the source code with the escrow agent, including all updates, improvements, enhancements, and modifications, or to fully comply with all requirements defined herein, may be considered a material breach of the Contract.
- IV. Instances in which the source code would be removed from escrow and given to the State of MN would include, but are not limited to the following:
- A. Contract Vendor's uncured material breach of Contract, which results in the immediate termination of Contract. The Contract Vendor's failure to carry out obligations imposed on it pursuant to the Contract;
 - B. Abandonment of product support by Contract Vendor, Contract Vendor's agent, and/or firm to which the source code was sold. The Contract Vendor's failure to support the product as required by the Contract;
 - C. Contract Vendor's dissolution;
 - D. Contract Vendor's bankruptcy or insolvency and the creditor in receivership of the assets in escrow states that he/she is not able or willing to provide support to MDHR. The Contract Vendor's failure to continue to do business in the ordinary course; and/or
 - E. Joint written instructions from Contract Vendor and Licensee.
- V. At the State of MN's request during the entire Contract life, the State of MN shall have the right to conduct a total of three (3) random audits of the deposit to ensure accuracy and correctness of the deposit. the State of MN shall give the Contract Vendor and the escrow agent a fifteen (15) day written notice of any planned audit, in which the escrow agent shall be required to release the deposit to authorized State of MN personnel. An audit shall be conducted on the State of MN's operation system in order to verify the accuracy and correctness of the deposit. After the receipt and installation of the deposit, the audit and the return of the deposit shall not exceed forty-five (45) working days. The escrow agent shall notify the State of MN and the Contract Vendor of the receipt of returned deposit after an audit has been conducted.

18. COMPATABILITY.

Must be compatible with the Minnesota emergency medical reporting system (also known as MNSTAR) for those fire departments that also provide EMS responses. EMS services reported through this application will be automatically be transferred to the MNSTAR Application. These specifications can be found at: <http://www.emsrb.state.mn.us/emldata.asp>. Respond in detail, Attachment A, #11.

EVALUATION

Award - The award will be made to the financially responsible and technically responsive vendor whose response conforms to all conditions and requirements of the RFP, and which is most advantageous to the State, with price and other factors considered.

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

Phases

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalists [(s)]

Phase IV - Sign Contract [(s)]

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses

The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses

Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

Responses will be rated as follows:

Appendix A Required Functions	100 Points	
Appendix B Web Functionality	100 Points	
Appendix C Vendor Profile	30 Points	
Appendix D Support, Maintenance	60 Points	
Appendix E Training	100 Points	
Appendix F Cost	400 Points	
Appendix G Delivery Requirements	60 Points	
Extent of services performed in US	50 Points	** [See Notes in Foreign Outsourcing]
Acceptance of Terms & Conditions	100 Points	
TOTAL	1000 Points	

As indicated above, points will be awarded based on the level of acceptance of the State=s terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responders proposed language.

RESPONDER	WORK LOCATION	POINTS DISTRIBUTED
WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
WTO COUNTRY COMPANY	OWN BORDERS	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
NON-WTO COUNTRY COMPANY	OWN BORDERS	NO POINTS
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	NO POINTS

***If a proposal contains a mixture of domestic and non-WTO off-shored services, points will be awarded based on the percentage of work to be performed that is eligible for points.**

WTO=S GOVERNMENT PROCUREMENT AGREEMENT MEMBERS:

Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands with respect to Aruba, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States

Phase III – Select Finalist(s)

Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final offer, and/or negotiations.

First consideration will be given to the responder with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration. Except at the invitation of the evaluation chairperson and with the approval of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation committee persons during the evaluation of the responses. A responder who contacts an evaluation committee member may, as a result, have its response rejected.

The final award decision will be made by the commissioner of Administration or designate. The commissioner may accept or reject the recommendation of the evaluation team.

Phase IV – Sign Contract with Awarded Vendor.

TRANSMITTAL LETTER

A separate transmittal letter shall be included at the beginning of each response. The letter should be in the form of a standard business letter on the responder's letterhead. It must be signed by an individual authorized to sign a contract for the firm. The transmittal letter must include the following:

- ___ **RESPONDER NAME, ADDRESS, CONTACT PERSON, E-MAIL ADDRESS, FAX AND TELEPHONE NUMBER.**
- ___ **NOTICES.** All notices to the State shall comply with Item 36 of the General Terms, Conditions and Instructions. The Responder is required to provide the name, title, address, phone and fax numbers where notices are to be sent.
- ___ **BUSINESS BACKGROUND AND DIRECTION.** A statement of the responder's business history, pricing philosophy and how it applies to current and future Contracts, future business direction, summary of management's background, description of all current accounts which are similar to the Contract described herein relating to size, volume, and complexity, average delivery times, average percentage of on-time deliveries, average time to resolve problems, average maintenance response times and a statement that this Contract activity is authorized by the responder's corporate bylaws. Maximum of ten pages.
- ___ **PREPARER(S).** A statement identifying the individuals who were involved in the preparation of the response.
- ___ **ACCEPTANCE OF TERMS.** The contents of the RFP and the response of the successful responder will become contractual obligations, along with the final Contract, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The State is under no obligation to accept wording changes submitted by the responder. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.
- ___ **FLEXIBLE SCOPE.** A statement that the responder is committed to flexibility in the products and services offered in the response at the State's request.
- ___ **INDEPENDENT PRICING.** A statement in which the responder certifies that, in connection with this Contract, the prices proposed have been arrived at without consultation, communication, or agreement, for the purpose of restricting competition.
- ___ **SIGNER(S).** A statement guaranteeing that each person signing this response and addenda, if required, is the person in the responder's organization responsible for, or authorized to make, decisions as to the prices quoted in the cost response and that she/he has not participated and will not participate in any action contrary to those stated above. **NOTE:** A copy of corporate resolutions must accompany the transmittal letter, authorizing the person(s) signing and/or initialing the response to sign binding Contracts.
- ___ **KEY PERSONNEL.** A statement identifying the key personnel who will act as Contract and/or project managers.
- ___ **CONSENT.** A statement that the Contract Vendor shall not assign any part of its interest in the Contract without prior written consent of the State. This consent shall not be unreasonably withheld.
- ___ **NONVISUAL ACCESS STANDARDS.** A statement describing technology-related products the responder can offer as part of its response that comply with the nonvisual access standards as set forth in Minn. Stat. Ch. 16C.145 and how those products are identified in the product listing. Provide information on the differences in quality, prices, and delivery.

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- “ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- “ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- “ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- “ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:
- (1) the identity of the company and its location (identify if subcontract vendor) performing services outside the United States;

- (2) the location where services under the Contract will be performed;

- (3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

- “ Attachment enclosed at (state where):

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

Appendix A – Required Functions

Appendix A - Required Function is a pass/fail section.

	Function	Compliant	Supporting Explanation
1.	A web based, on-line fire incident reporting application	<input type="checkbox"/>	
2.	The application will be hosted and maintained by the selected vendor.	<input type="checkbox"/>	
3.	Be available 24X7 with the exception of periodic pre-scheduled maintenance windows	<input type="checkbox"/>	
4.	Works with both types of computers - PCs and Macs	<input type="checkbox"/>	
5.	Work with various operating systems (Windows 98, 2000, XP, Vista, etc.)	<input type="checkbox"/>	
6.	Work with various Web browsers (Internet Explorer, Firefox, Safari, Netscape, etc.)	<input type="checkbox"/>	
7.	Work with various types of connections (dial-up, broadband, wireless, satellite, etc.)	<input type="checkbox"/>	
8.	Must be relatively easy to use and include “user-friendly” features such as drop-down menus	<input type="checkbox"/>	
9.	Must be able to process 200,000 to 300,000 transactions per year without system conflicts or response degradation.	<input type="checkbox"/>	
10.	Must comply with the National Fire Incident Reporting System 5.0 (NFIRS) specifications. These can be found at: http://www.nfirs.fema.gov/documentation/design/	<input type="checkbox"/>	
11.	Provide modules as options to the base application. (i.e. Offer additional features such as personnel/payroll, inventory, training records, inspections, pre-fire planning, investigation modules, or data-mining). The State Fire Marshal Division will determine the modules that will be a part of the base system based on overall cost of the features. Additional modules would be made available for local fire departments for purchase.	<input type="checkbox"/>	
12.	Must be compatible with the Minnesota emergency medical reporting system (also known as MNSTAR) for those fire departments that also provide EMS responses. EMS services reported through this application will be automatically be transferred to the MNSTAR Application. These specifications can be found at: http://www.emsrb.state.mn.us/emsdata.asp	<input type="checkbox"/>	
13.	The application is capable of importing data from commercially available software as long as that data complies with NFIRS 5.0 specifications.	<input type="checkbox"/>	
14.	Incorporate various layers of role based access (i.e. the department completing their report would have the ability to modify it later; one department could not modify another department's data, etc.).	<input type="checkbox"/>	
15.	The vendor would need to follow state of the art security measures to protect the data against malicious intrusion.	<input type="checkbox"/>	

16.	The vendor would need to provide redundant data storage and back-up protection features.	<input type="checkbox"/>	
17.	The application must have extensive reporting capabilities for the State and Local jurisdictions.	<input type="checkbox"/>	

Appendix B - Website Testing Criteria

Responder must be available for a website training (via phone) or provide a URL for testing within 5 days after RFP due date due to the website testing being included in the scoring criteria.

Responder's Website URL for DEMO Testing:

The website will be evaluated on the following criteria:

- The quality and accuracy of meeting Required Functions (Appendix A)
- The quality, accuracy and thoroughness reporting capabilities
- The functionality and ease of use of the proposed internet-based service
- The on-line help systems

Appendix C – Vendor Profile Questionnaire

Profile	Explain
General History	
1. How many years has the company been in business?	
2. How many years has this version of the product been on the market?	
3. How many years has this product line (name/model) been on the market?	
4. Which other jurisdictions are using this product? Provide contact information for three jurisdictions that are using your product.	
5. References. Can you provide at least two names of organizations in the local/state/federal government who are customers?	
6. Where is the account rep assigned to our account located?	
7. If you were awarded the contract, how many account reps would you have in Minnesota?	
Structure and Practice	
8. What is the long term vision/future for this product?	
9. Are there any substantial changes planned which involve this product?	

Appendix D – Support, Maintenance, & Troubleshooting

	Explain
1. Please explain when your company has phone support available and where your call center is located.	
2. Does the company provide an on-line knowledgebase for this product? If yes, please explain and provide documentation or URL.	
3. If a support incident is opened, can the incident be escalated up through the support organization? Provide detailed problem resolution chart or document.	
4. Describe your plan for implementing system upgrades, providing needed maintenance, and how you will troubleshoot problems that may occur.	
5. Describe your data backup and disaster recovery plan as it relates to this product.	

Appendix E – Training

	Explain
1. Where is training provided?	
2. What resources are necessary to conduct a training class?	
3. Describe what is included in your user training? Provide training session description and schedule.	
4. Detailed description of the contract vendor's proposed plan and method for training fire departments. Must include written or on-line documentation.	

Appendix F – Costs

	Pricing
1. Detail all costs involved with startup and various cost options for incorporating the various modules as a part of the initial application.	
2. How much will the various optional modules cost local fire departments?	
3. List any other costs associated with this application.	

Appendix G – Delivery Requirements

With an anticipated Contract start date of October 1, 2008 to begin training and January 1, 2009 to begin taking reports, provide a scope of work and timeline to implement this project. The scope of work should detail the responsibilities and estimated number of hours necessary for the Contract Vendor, as well as any work and the associated number of hours DPS will need to contribute.